RIDECO

Proposal for the State of North Carolina
Department of Transportation
Transit Software Solution

RFP Number: 54-12008772-CM

July 5, 2023

State of North Carolina Department of Transportation
clmurphy1@ncdot.gov

Attention: Christie Murphy, Business Relations Manager, Business Systems/Purchasing Agent

Reference: Transit Software Solution - Request for Proposal No. 54-12008772-CM

RideCo U.S. Inc. (RideCo) is pleased to respond to the State of North Carolina Department of Transportation's (NCDOT) request for a proposal regarding Transit Software Solution.

RideCo is an industry leader in on-demand transit technology, enabling on-demand ridesharing for transit riders around the globe. We partner with transit agencies, municipalities, and experienced local fleet operators to design and operate on-demand paratransit and microtransit services. Our solutions reduce travel time, decrease walking distance, and increase service frequency for riders while lowering transit agencies' cost-per-ride, reducing demand for parking, and attracting net new riders to transit systems.

Our next generation software will effectively and continuously optimize your fleet to ensure maximum passengers onboard – thereby increasing productivity and drastically reducing operational costs. Ultimately, this is an investment that will yield significant financial savings in the short and long term, while delivering a much-improved passenger experience.

RideCo's technology is complemented by our unique, proactive, and data driven approach to deployment and support that seeks to align our technology with our customers' operational policies, budgets, and vision. Our proven track record in these areas has earned the trust of major agencies in North America – To that end, we have detailed our experience with similar customers such as CK Rider, NC, Houston METRO, TX, Omni-Ride, VA and Loudon County, VA – all of whom have transitioned away from legacy, advanced reservation demand response technology and are now achieving industry leading customer satisfaction and operational efficiency metrics.

Finally, to demonstrate our commitment to transit in North Carolina, we have included Todd Allen, RideCo's Director of Government Affairs and longtime NCPTA board member, on our project team. Todd will keep us aligned with the vision for transit in the state and is a resource to ensure RideCo and our technology supports North Carolina transit over the long term.

We welcome the opportunity and look forward to working with NCDOT to provide a cost-effective solution. If you have any questions regarding our submission, please feel free to reach out to us.

Sincerely,

Eric Raszeja, Account Executive
C: (205) 790-0373
O: (213) 293-3312
eric.raszeja@rideco.com | proposals@rideco.com

a) Signed Execution Page

Signed Execution Form is on the following Page.

STATE OF NORTH CAROLINA **Department of Transportation**	**REQUEST FOR PROPOSAL NO. 54-12008772-CM**
	Offers will be publicly opened: June 19, 2023
	Issue Date: April 4, 2023
Refer ALL inquiries regarding this RFP to: Christie Murphy clmurphy1@ncdot.gov 919-707-4848	Commodity Number: 81162000
	Description: Transit Software Solution
	Purchasing Agency: Department of Transportation
	Requisition No.: 12008772

OFFER

The Purchasing Agency solicits offers for Services and/or goods described in this solicitation. All offers and responses received shall be treated as Offers to contract as defined in 9 NCAC 06A.0102(12).

EXECUTION

In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR: RideCo U.S. Inc.			
STREET ADDRESS: 10880 Wilshire Boulevard Suite 1101,		P.O. BOX:	ZIP:
CITY, STATE & ZIP: Los Angeles, California 90024		TELEPHONE NUMBER: (213) 293-3312	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING: Lara Johnson, Senior Program Manager		FAX NUMBER: 1-866-837-2786	
AUTHORIZED SIGNATURE:	DATE: June 13, 2023	E-MAIL: lara.johnson@rideco.com | proposals@rideco.com	

Offer valid for ninety (90) days from date of offer opening unless otherwise stated here: _____ days

ACCEPTANCE OF OFFER

If any or all parts of this offer are accepted, an authorized representative of Department of Transportation shall affix its signature hereto and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions (Attachment B), the NCDOT Agency Terms and Conditions (Attachment C), and the agreed portion of the awarded Vendor's Offer. A copy of this acceptance will be forwarded to the awarded Vendor(s).

FOR PURCHASING AGENCY USE ONLY 02/13/2025

Offer accepted and contract awarded this date __________________ , as indicated on attached certification,

DocuSigned by:
Brian Watkins
C9736C673AAC4D9...

by ______________________________ (Authorized representative of Department of Transportation).

Brian Watkins

Brian Watkins

b) Table of Contents

c) Description of Offeror (Attachment D)

Description of Offeror (Attachment D) is on the following page.

Brennon Fuqua

Director

DocuSigned by:
Brennon Fuqua
F21F90D3B0CA4AF...

02/13/2025

Marc Clifford

Deputy CIO

DocuSigned by:
Marc Clifford
D6EE99572D6D43B...

02/13/2025

Chris Peoples

Chief Operating Officer

DocuSigned by:
383C434421994A4...

02/13/2025

ATTACHMENT D: DESCRIPTION OF OFFEROR

Provide the information about the offeror.

Offeror's full name	RideCo U.S. Inc.
Offeror's address	Oppenheimer Tower, 10880 Wilshire Boulevard Suite 1101 Los Angeles, California 90024
Offeror's telephone number	+1 (213) 293-3312
Ownership	☐ Public ☐ Partnership ☐ Subsidiary ☒ Other (specify) C-Corporation
Date established	April 15, 2015
If incorporated, State of incorporation.	State of Delaware
North Carolina Secretary of State Registration Number, if currently registered	
Number of full-time employees on January 1st for the last three years or for the duration that the Vendor has been in business, whichever is less.	95
Offeror's Contact for Clarification of offer: Contact's name Title Email address and Telephone Number	Eric Raszeja, Account Executive eric.raszeja@rideco.com (205) 790-0373 Lara Johnson, Senior Program Manager lara.johnson.rideco.com (213) 293-3312
Offeror's Contact for Negotiation of offer: Contact's name Title Email address and Telephone Number	Eric Raszeja, Account Executive eric.raszeja@rideco.com (205) 790-0373
If Contract is Awarded, Offeror's Contact for Contractual Issues: Contact's name Title Email address and Telephone Number	Lara Johnson, Senior Program Manager lara.johnson.rideco.com (213) 293-3312
If Contract is Awarded, Offeror's Contact for Technical Issues: Contact's name Title Email address and Telephone Number	Eric Raszeja, Account Executive eric.raszeja@rideco.com (205) 790-0373

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included as HUBs are disabled business enterprises and non-profit work centers for the blind and severely disabled."

Pursuant to N.C.G.S. §§ 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Contact the North Carolina Office of historically Underutilized Businesses at 919-807-2330 with questions concerning NC HUB certification. http://ncadmin.nc.gov/businesses/hub

Respond to the questions below.

1. Is Vendor a Historically Underutilized Business? ☐ Yes ☒ No
2. Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☒ No

   If so, state HUB classification: ______________________________

d) Vendor Response to Specifications and Requirements

Executive Summary

After a thorough review of the RFP, we have a clear understanding of the immediate technology as well as the business needs of NCDOT, and we are confident that we are compliant with the business and technical specifications requirements set forth in the RFP.

In addition, we have studied NCDOT's "NC Moves 2050" plan and believe that we are uniquely positioned to offer a technology solution and partnership to help bring your vision in to realty – a vision that aims to **"… creating a more responsive, diverse and inclusive transportation system to keep people moving safely and efficiently".**

Before we provide RideCo's compliance to the business and technical specifications as outlined in the RFP, the narrative below explains why RideCo is a preferred choice for NCDOT/DROs for your Transit Software Solution.

INNOVATIVE TECHNOLOGY

The first aspect of our value proposition is our technology, which is second to none. Our solution, including core features such as, a modern, app-based booking process, unique automated trip negotiation and robust optimization of vehicle manifests has changed the game for demand response transit services. Once forced to choose between rider convenience and operational efficiency, RideCo customers are now able to provide services maximizing both considerations with incredible results, such as:

- 20-30% higher passenger per vehicle hour (PVH) than our leading competitors.
- 20%+ reduction in vehicle service hours while seeing a 14% increase in ridership, and substantial savings in fleet operating costs – CK Rider, Concord NC.
- 98% average on-time performance across all services.
- 36% reduction in cost per passenger – VIA Link, San Antonio VIA Metro.
- 4.9-star ratings for rider satisfaction - Loudoun County, VA ADA Paratransit.
- 6.0+ passenger per vehicle hour on peak days - Cobourg Rides – Commingled.
- 20% ridership growth - Houston METRO Curb2Curb.
- 54% reduction in call center volumes – Houston METRO Curb2Curb.

Specifically, for NCDOT DROs, RideCo will take advantage of several crucial technology and service offerings to deliver on your vision for an integrated multi-modal service approach to expand mobility options throughout the service areas:
- **App-Based Booking Process**: White labeled (DRO branded), intuitive app for easy booking that offers automated trip negotiation and guaranteed pick up times with integrated ETAs and industry-leading On-time performance (OTP) metrics for an unparalleled customer experience.
- **Continuous Optimization**: Trips are offered to riders based on actual capacity and slack in the schedule, which is utterly unique to RideCo and facilitated by RideCo's patented continuously optimizing

scheduling solution. In addition, advanced and same day service anomalies are automatically corrected (self-healed) to increase OTP while also improving PVH.

- **Intuitive Driver Experience**: Operators are guided throughout the day by an intuitive in-vehicle application with in-app navigation and limited manual trip data collection to ensure drivers are focused on the road.
- **Unparalleled Data and Reporting**: RideCo's Operations Center and Data Insights provide unique reporting insights into the performance of services and are used by our customers and our support team to ensure that services are delivered according to expectations and objectives are met. RideCo provides daily KPI reports configured based on KPIs that are mutually agreed to determine a successful program. RideCo also compiles and provides fully completed NTD reporting in formats that are ready to be submitted to the FTA
- **Partnership through Planning and Data Analysis**: The RideCo Partnership includes planning services to align technology and operational policies to meet objectives of other on-demand transit Zones, paratransit services, and potentially comingling of ADA and on-demand microtransit Services.
- **Integration**: On-demand transit services are most valuable as a complement to other service modes. To be most effective, RideCo offers integration capabilities with multi-modal trip planning solution and mobile payment solutions for a seamless customer experience.

TECHNOLOGY TRANSITION

The firm belief we have in successfully delivering on NCDOT's objectives is backed by our extensive experience in the industry. Alongside the expansion of on-demand transit within the mobility ecosystem, RideCo's solution has helped many agencies replace their existing software with state-of-the-art, fully automated scheduling and routing software. This technology transition and adoption of RideCo's value proposition of productivity, reliability, and partnership, is bringing a transformative shift in the traditional transit systems.

In fact, many RideCo customers start exactly where the majority of NC DROs are today: driven to replace legacy and underperforming software solutions that offer little to no support. We understand and have demonstrated success migrating customers from several solutions, such as Routematch, Trapeze, TransLoc, and Ecolane, to name a few. We understand the differences between systems, excel in data conversion, and offer smooth migration paths, generally ahead of scheduled cutovers.

For example, CK Rider, NC was using Routematch for their ADA Paratransit and Demand Response services. CK Rider was fully ported over from Routematch, and Routematch was taken offline five days earlier than planned. Operational metrics have been substantially improved over Routematch. Dispatchers are happy with reduced call volumes, and drivers are happy to not make decisions about what to do - like following the steps in the app. As you can see below, in the few short months since launching, CK Rider's productivity has increased by 35% from what they were seeing using Routematch. **Executive Director of Concord Kannapolis Area Transit (CK Rider), Mr. L.J. Weslowski, stated:**

- **"Their deployment and training team were, by far, the best experience (multiple people, in person, for multiple days – and you know we are a tiny system) I've had in my 18 years here with Rider. That said, the most important thing is the platform, and it has been stellar so far. It's clean, smooth, and we've seen a significant increase in productivity."**

Loudoun County, VA, is another example of an agency that was using Routematch for their ADA paratransit service before switching to RideCo and improving their productivity by 15%, while reducing passenger wait times, improving OTP to 98% and garnering a 4.9-star rating from their customers. They successfully improved rider satisfaction while improving efficiency by migrating from Routematch to RideCo.

Automated Trip Negotiation: As part of our trip booking process, regardless of whether the booking takes place via a mobile app, website, or call center, ride options are presented that automatically negotiate pick-up and drop-off times based on the actual, real-time capacity in the schedule. Negotiation windows and service levels may be different depending on the mix of service levels NC DROs deploy – e.g., MOD with 15 minutes wait time, MOD with 25 minutes wait time, or ADA paratransit services.

In short, RideCo's patented technology is industry leading and offers the most robust optimization solution available to the on-demand/demand response transit industry today. RideCo is the only provider in the market to consider the entire systems manifests when offer pick-up/drop-off times and only showing times that can be committed to the passengers.

UNDERSTANDING OF THE PROJECT

Approximately 98 DROs of varying sizes and complexity provide demand response transportation services throughout the State of North Carolina. These include Non-Emergency Medical Transportation (NEMT), elderly and disabled transportation assistance, limited services for the rural general public, and employment transportation assistance.

RideCo understands that these public transportation systems have complex and varying business and technology needs. To that end, RideCo has a highly customizable solution built to solve the challenges gleaned over several years of listening and understanding the markets and agencies' needs of a scheduling software solution.

We also understand that NCDOT agencies have faced lapses in customer service and scheduling software performance. RideCo understands that we are only as successful as the success of our partners. We go far beyond what is generally seen from legacy systems as far as technical support. Of course, we do offer technical support, but we take that a big step further in offering what we call "Program Support." Our team of dedicated project managers, data scientists, and business analysts act as an extension of our clients' teams throughout the life of our partnership and are prepared to proactively monitor KPIs and reach out with recommendations/solutions often before our client is even aware of an issue.

We understand the key objectives of the state to include:

- **Better cross-agency coordination** – With RideCo's integrations with fixed route connections and multimodal trip planning apps, cross-agency coordination has never been better.
- **Simplified scheduling and new payment options** – RideCo's continuously optimizing scheduling engine (Solver) uniquely takes in dozens of inputs (real-time traffic, on-time performance commitments, new trip requests etc.) and optimizes trips across all manifests every 20 seconds, providing industry leading productivity and efficiency metrics. Using a shared-ride focused approach, and other features, RideCo consistently delivers productivity (Passengers per Vehicle Hour "PVH") **20-30% higher than competitors**. Riders can book trips themselves (on-demand, advanced reservations, multi-day, and subscription booking) through agency branded app/web portal, taking some of the load off schedulers and call centers. Trips are auto negotiated at the time of trip booking and riders are only shown pick-up/drop-off times that the software can commit to.

  RideCo's patented routing algorithm, Solver, can be configured across more than 1,000 unique parameters enabling RideCo to tune the service and performance outcomes to match your operational objectives and KPIs. The following are some parameters we can tune to deliver this customized routing platform:

    - **Time Snapping:** This enables Solver to account for local fixed-route schedules in its routing. With this information, Solver intelligently restricts passengers from arriving too early or too late for their connections. Instead, it only provides trip options that arrive on time for seamless transfers.
    - **Wait Times:** RideCo can tune the algorithm to provide different wait times that typically range from 8 minutes to 30 minutes based on your requirements.
    - **On-Board Times:** RideCo can tune the algorithm to provide different on-board times that are relative to the direct trip times. The default recommendation is to set the on-board time to the maximum, 150% of the duration of a direct drive or a buffer of 30-minutes.
    - **Stop Locations:** In addition to curb to curb or door to door service options, flex/virtual stop locations are also supported, and passengers intuitively directed to a stop for service.
    - **Vehicle Capacities (wheelchair, bike rack, service animal, etc.):** As part of the system setup, we configure the fleet types in the software to match the fleet type on the ground. Solver considers actual and predicted capacity into its calculations.
    - **Non-Travelable Roads:** RideCo can configure certain roads to be excluded from routing.
    - **Pre-Scheduling Rules (number of days a passenger can schedule in advance):** NCDOT DROswill have the ability to set the number of days in advance a passenger can book a ride. Typically, we recommend that this be set to two days; however, it can be set to any number of days.

- **Improved integration across services and providers –** RideCo's solution scales to manage multiple demand response/on-demand services seamlessly in a single solution. With RideCo's ability to offer commingled service with customizable service levels, NCDOT agencies can provide on-demand, general public trips, ADA paratransit trips and demand response trips using a single fleet.
- **New on-demand scheduling capabilities – R**ideCo is the industry leader in providing on-demand scheduling capabilities with our patented "Solver" engine leading the way in providing our clients with

industry leading KPIs in productivity, on-time performance, and passenger on-board time improvements.

- **New mobility services –** RideCo's modern, app-based demand response solution with automatic trip negotiation, booking, and confirmation including vehicle tracking provides our clients with up to a >50% reduction in call center volumes using the RideCo's Passenger App.
- **Turnkey transportation services –** RideCo has deep and strong partnerships with several fleet providers including Z-trip, Transdev and Keolis to name a few. In the event that NCDOT DROs are looking for turnkey solutions, RideCo is prepared to offer a strong partnership with demonstrated success across the country. RideCo partners can expect uniquely positioned technology, turnkey transit operations and service planning support for continued success and growth of NCDOT agencies now and for years to come.

UNMATCHED SERVICE

The successes outlined here and detailed in the following pages are not only a function of our technological prowess but are also borne out of our unique approach to continuously supporting and improving upon our customers' experiences. Just like our technology continuously optimizes your vehicle manifests – seeking efficiencies and ways to keep customers happy, our dedicated team of project managers, data scientists, and business analysts continuously and proactively monitors your system. Our team is immediately alerted to anomalies in agency driven KPIs and proactively addresses any potential issues with your team to ensure success. Our technology continuously monitors non-compliant data. Our team investigates root causes and recommends solutions with focused and agency-defined protocols. Practical examples relate to technology configuration changes based on some material change in service (demand, etc.) or operational driver changes, modifying shift times etc. Any material changes in the agreed upon parameters trigger triage and agreed upon protocols.

POWERFUL VALUE PROPOSITION

To summarize, RideCo offers a truly unique and powerful value proposition based on proven technology and unique features that are demonstrable across a broad range of customers and use cases. Have confidence that our proactive, continuous support approach will guarantee success and position NCDOT DROs to achieve your transit vision.

Business and Technical Specifications

"We affirm and explicitly acknowledge that the offeror's proposed solution at time of award and for the duration of the contract will comply with all applicable State policies, guidelines, standards, practices, procedures, and safeguards as defined in the North Carolina Department of Information Technology Statewide Information Security Manual (SISM)."

RideCo's compliance with the business and technical specifications as requested in Section 3.4 of the RFP is attached on the following pages:

1 Project Management

a. Project Manager and Key Staff

ID	Project Manager and Key Staff	Feature	Response
1.a-1	The Vendor works closely with the State, the DROs, and the NCDOT Lead Representative for the initial implementations. This provides a project implementation framework for all subsequent implementations throughout North Carolina.	Core	Compliant. RideCo will work closely with the State, the DROs, and the NCDOT Lead Representative for the initial implementations. We will assign a Project Manager and a dedicated team for each implementation, who will provide a detailed implementation plan. Please refer to Section h – Schedule of Offered Solution for RideCo's typical launch and implementation plan.
1.a-2	The Vendor assigns responsible and experienced individuals to serve as the Project Manager and Key Project Staff for each implementation.	Core	Compliant. RideCo will assign a Project Manager and a dedicated team for each implementation. RideCo's Project Manager leads the overall implementation effort, system setup, app white-labeling, and conducts all driver, administrator, and reservationist training. The Project Manager conducts regular weekly meetings with the agency's team throughout the implementation process to ensure a successful launch. Please refer to Project Team in Section j - Location of Workers Utilized by Vendor Form (Attachment G) for details on RideCo's proposed team.
1.a-3	At a minimum, the Vendor provides a qualified Project Manager who shall oversee and coordinate all the DROs implementations throughout the State. The Project Manager will be the single point of contact for the NCDOT Lead Representative.	Core	Compliant. RideCo will assign a qualified Project Manager who will be responsible for the overall management of the project for each DRO and will be the main point of contact for the agency. The Project Manager will ensure timely execution of all deliverables and will be responsible for the overall project schedule and budget. Please refer to Project Team in Section j.
1.a-4	The Vendor's Project Manager possesses experience managing demand response scheduling software implementation projects.	Core	Compliant. Our Project Manager(s) has launched and managed several on-demand projects, including Tulsa Transit (Tulsa OK), SporTran (Shreveport, LA), Plymouth Transit (Plymouth, MN), and CK Rider (Concord, NC). Please refer to Project Team in Section j.
1.a-5	The Vendor recommends one or more Deputy Project Manager(s) and other Key Staff to facilitate and manage the day-to-day implementation and onboarding of individual DROs within the State as needed.	Core	Compliant. RideCo will assign a Project Manager and a team to support each implementation, who will be responsible for the complete implementation of the program . Please refer to Project Team in Section j.

1.a-6	All identified Key Project Staff will be subject to review by the DROs. Key Project Staff includes: 1. Project Manager 2. Deputy Project Manager(s) 3. Lead developer/engineer(s) 4. Implementation lead(s) 5. QA/QC lead(s) 6. Training lead(s) 7. Support lead(s)	Core	Compliant. The key team members will be notified to each DRO before implementation of the program begins.

b. Project Meetings

ID	Project Meetings	Feature	Response
1.b-1	The Vendor facilitates progress review meetings and shares an agenda at least five (5) business days prior with the Agency Project Manager(s) for all implementations.	Core	Compliant. RideCo's PM will facilitate progress review meetings and share an agenda at least five (5) business days prior with the Agency Project Manager(s) for all implementations.
1.b-2	The topics to be discussed and reviewed during progress meetings include, but are not limited to: 1. Minutes of the prior progress meeting and progress since the last meeting and action item log 2. Project schedule including sequencing of critical work 3. Project deliverables, with a focus on deliverables due before the next progress meeting 4. Master Issues list and Issues arising since the last meeting 5. Engineering, manufacturing, and quality control summary (if necessary) 6. Any needed corrective measures to maintain the project schedule 7. Any other issues related to the project 8. Other topics as required by the DROs The discussion topics may vary depending on project needs and priorities.	Core	Compliant. The progress meetings will include all the listed tasks. Our PM will ensure proper communication between the agency staff and RideCo.
1.b-3	The Vendor documents minutes for all monthly progress review meetings and submitting those minutes for review by the DRO within three (3) business days following each meeting.	Core	Compliant. RideCo's PM will document minutes for all monthly progress review meetings and submit those minutes for review by the DRO within three (3) business days following each meeting.
1.b-4	All Key Project Staff relevant to the agenda topics are present during progress meetings or as required by the DRO.	Core	Compliant. All key staff will be present during the progress meetings.

c. Project Management Deliverables

ID	Project Management Deliverables	Feature	Response
1.c-1	The Vendor develops and maintains a Master Program Schedule (MPS). The MPS identifies all program activities, deliverables, and key milestones (including those owned by the DROs) with expected and actual completion dates.	Core	RideCo's PM will be responsible for maintaining the Master Program Schedule (MPS) that will identify all program activities, deliverables, and key milestones (including those owned by the DROs) with expected and actual completion dates. For more details, please refer to our project management process in Section (h) - Schedule of Offered Solution.
1.c-2	The Vendor works with the DROs and the NCDOT Lead Representative to determine acceptable delivery/review timeframes for all DRO-owned deliverables/activities within the MPS. All proposed times are subject to review and approval by the DROs.	Core	RideCo will work with NCDOT and DROs to determine acceptable delivery/review timeframes for all DRO-owned deliverables/activities within the MPS. For more details, please refer to our project management process in Section (h) - Schedule of Offered Solution.
1.c-3	The Vendor provides a Change Management Plan (CMP) for review and approval by the DROs and the NCDOT Lead Representative.	Core	Compliant. RideCo's PM will provide a Change Management Plan (CMP), if required for review and approval by the DROs and the NCDOT Lead Representative. For more details, please refer to our project management process in Section (h) - Schedule of Offered Solution.
1.c-4	The CMP documents critical changes to program stakeholders and change management and risk mitigation procedures. In addition, the CMP details the Vendors change control process and procedures.	Core	Compliant. The CMP will document critical changes to program stakeholders and change management and risk mitigation procedures, as well the Vendors change control process and procedures. For more details, please refer to our project management process in Section (h) - Schedule of Offered Solution.
1.c-5	Engineering Change Requests (ECRs) control software changes and updates to approved documents and data.	Core	Compliant.
1.c-6	ECRs include documentation describing the reasons for, effects of, and rollback plans for the change. The Vendor submits ECRs to the DROs for review and approval at least two (2) weeks before releasing the changes to allow for DRO-led testing (as needed).	Core	Compliant. the ECRs will include documentation describing the reasons for, effects of, and rollback plans for the change. RideCo will submit ECRs to the DROs for review and approval at least two (2) weeks before releasing the changes to allow for DRO-led testing (as needed).
1.c-7	The Purchasing DROs directly coordinate and approve exceptions for emergency changes or fixes by. Vendor provides comprehensive documentation describing the issue and resolution, and the plan to deploy the change or fix.	Core	Compliant. RideCo will provide comprehensive documentation describing the issue and resolution, and the plan to deploy the change or fix.

1.c-8	The Vendor provides their standard Quality Assurance and Quality Control (QA/QC) policies and procedures. The QA/QC program defines methods for designing for, achieving, and maintaining quality. At a minimum the QA/QC program includes: 1. Surveillance overall work, including by Sub-Contractors, to ensure compliance with all contract requirements 2. Verification of compliance, including audit; discrepancy identification, notification, and control; and corrective action 3. Evaluation and assessment of Sub-Contractors QA programs 4. Provision of technical documentation, drawings, specifications, handbooks, manuals, data flow diagrams, and other technical publications for the new application 5. Design control and version management for changes to documents, drawings, data, and specifications 6. System software development (consistent with IEEE Standard 730 or equivalent ISO 9001 standards for software quality assurance) 7. System integration testing 8. Defect management, including explanations, on how defects will be identified, categorized, reported on, tracked, approved/rejected, and closed out 9. System configuration management 10. Qualification and certification for all personnel performing work under this Contract	Core	In addition to tracking performance of the program to ensure success, our team regularly identifies quality assurance to modify the services and zones if they are not performing as intended to better serve demand or resolve unintended issues. Please refer to Quality Assurance/Control subsection in Section (h) - Schedule of Offered Solution for more details.
1.c-9	If damage, defect, error, or inaccuracy is found in any provided work, the DROs have the right to reject or require corrective action to bring the work into compliance with the contract requirements. The Vendor bears all costs incurred in correcting rejected work.	Core	RideCo will work with NCDOT and DROs, and rectify as necessary, in case of any defect, error, or inaccuracy found in any provided work.
1.c-10	The Vendor maintains an electronic Master Issues List (MIL) to track and manage project issues and action items.	Core	Compliant.
1.c-11	The Vendor identifies and updates MIL items at design review meetings, weekly project coordination meetings, monthly progress review meetings, and on an ad-hoc basis.	Core	Compliant. RideCo will identify and update MIL items at design review meetings, weekly project coordination meetings, monthly progress review meetings, and on an ad-hoc basis.

1.c-12	The MIL tracks the following attributes for each entry at a minimum: 1. Item number 2. Date opened 3. Requesting party 4. Description 5. Required action 6. Assigned party 7. Status (open/closed/in progress/deferred/etc.) 8. Date closed Other attributes may be required by the DROs. The Vendor assigns no action items to the DROs without the knowledge and consent of the DROs.	Core	Compliant., RideCo will assign no action items to the DROs without the knowledge and consent of the DROs.
1.c-13	The Vendor develops and submits a System Implementation Plan (SIP) to be approved by the DROs that purchase systems. The SIP includes detailed implementation activities as it relates to the master program schedule. The SIP includes roles and responsibilities of parties (DROs, Vendor, or other parties) in the proposed project team, progress milestones and status, and assigned Vendor staff.	Core	Compliant. RideCo will develop and submit a System Implementation Plan (SIP) to be approved by the DROs that purchase systems. The SIP will include detailed implementation activities as it relates to the master program schedule.
1.c-14	The Vendor retains responsibility for accurately migrating existing customer records to the new customer database. Vendor provides a recommended Customer Data Migration (CDM) plan based on industry best practices and relevant experience migrating customer records.	Core	Compliant. RideCo will import the existing data, including specialized client identification (ID) customer database, operator information, and schedule information. RideCo will undergo a Privacy Impact Assessment (PIA) by providing technical knowledge and support to the DRO and NCDOT's staff.

2 Common Design Specifications

a. Application Programing Interface (APIs)

ID	Application Programing Interface (APIs)	Feature	Response
2.a-1	The system uses APIs to share data and connect with third-party applications as required by the DROs. The Vendor provides documentation describing all API calls, data formats, and communication and security protocols used to support the system interfaces.	Core	Compliant. RideCo has a proven track record of integration with third parties both via API and deeplink functionality based on the agency's requirements and third-party capabilities. Please refer to Integration Capabilities subsection in Section o - Supporting Material for more information.
2.a-2	A system integrates with system applications such as Interactive Voice Response (IVR) system, mobile applications, customer websites, and other such applications using APIs.	Core	Compliant. To ensure that passengers are kept updated for their upcoming or in-progress rides, SMS, anonymous calling between drivers and passengers, and automated callouts (IVR) are available in RideCo's solution to inform passengers of their trip details.

2.a-3	The Vendor develops and exposes APIs that are managed using a commercial off the shelf (COTS) API management solution that supports functionality provided in the demand-response system, including: 1. Client management 2. Reservations 3. Dispatching and Scheduling 4. Customer service 5. Fare payment 6. Reporting Include in the proposal examples of APIs and a description of the features and functions supported by existing APIs.	Core	Compliant. RideCo has a proven track record of integration with third parties both via API and deeplink functionality based on the agency's requirements and third-party capabilities. RideCo offers two categories of API functionality available to the DROs and third parties for integration. The first is a set of APIs, which support all booking functionalities. This includes searching for, booking, confirming, and tracking a ride. This can be used by agencies and third parties to build their own booking application for riders, or integrate the booking functionality into MaaS applications. This is currently in use through our partnership with Unwire on the DART GoPass App for Tulsa Transit. This API integration allows passengers to see all of their mobility options in one place when planning a trip, so they can make an informed decision on what transit methods work best for them to get to their destination, and is the primary booking tool for this microtransit service. These APIs are also leveraged by Transit App to display available microtransit rides for trip planning. The second set of APIs supports exporting data for third-party analysis. This data can be consumed and stored by external data warehouses to combine with data from other transit services, as well as develop customized reports. This is used by several agencies to develop BI dashboards with the KPI information they find most relevant to them. This data can also be consumed by service planning tools to help optimize and develop future transit offerings.. Please refer to Integration Capabilities in Section o - Supporting Material for more information.

3 Demand Response Software

a. Demand Response General Specifications.

ID	Demand Response General Specifications	Feature	Response
3.a-1	A secure, cloud-hosted, SaaS solution that includes administrative software to support demand response operations.	Core	Compliant. RideCo's solution is cloud-based SaaS platform. It includes administrative software to support demand response operations. Please refer to Section o–

			Supporting Material – Proposed Software Solution – Operations Center for more information.
3.a-2	A system that reduces the need for manual data entry and duplicative data entry.	Core	Compliant. RideCo' Profile Manager offers a centralized space to store passenger information including ride preferences, emergency contacts, standing orders, and more. The Profile Manager is an essential tool for managing client information, helping drivers stay informed, and providing the best possible service. Please refer to Section o – Supporting Material – Proposed Software Solution – (subsections) RideCo Profile Manager and Eligibility Portal for more information.
3.a-3	A system with multi-user capability, allowing simultaneous users working at different workstations to access and effectively use the software for all associated activities.	Core	Compliant. RideCo' cloud-based solution offers multi-user capability, allowing simultaneous users working at different workstations to access and effectively use the software for all associated activities.
3.a-4	System security features limiting access to major functions based on assigned roles.	Core	Compliant. Each system employed by RideCo employs role-based access controls to ensure that only specific staff or systems have access to the required information. For more information on access control, please see the attached VRAR (section 3.2.3. - Section e). and Project Implementation Timeline in Section h Schedule of Offered Solution for mapping of roles and access rights.
3.a-5	A fully automated system providing real-time and batch order taking, scheduling, and dispatching for demand response transportation trips.	Core	Compliant. RideCo's system fully automates scheduling, dispatching and trip reconciliation functions through the Operations Center and Driver Application. Subscription trips can be booked in the Profile Manager and autonomously added to the vehicle manifests. For more information on scheduling and dispatch functionalities, see Proposed Software Solution in Section (o) Supporting Material. For more information on subscription trips, see Proposed Software Solution - Passenger App in Section o – Supporting Material.
3.a-6	A system providing accurate transaction history that includes: 1. Date/Timestamp for all actions taken in the software 2. Associated (and unique) user ID for all actions taken in the system 3. Record of all automated system actions to address system failures or issues 4. Any software malfunction resulting in	Core	Compliant. All actions relating to the collection, retention, correction, copying or disposal, or data are automatically logged in the RideCo system's backend and are subjected to auditing on a regular basis by our security team, as well as an annual external audit by an external security team. For more information on action logging, please see the attached VRAR form, section 3.2.3 (Section e).

	failures or impacts normal operations		
3.a-7	A system with online “Help” that provides support for end users.	Core	Compliant. RideCo offers a full support suite including FAQ content in the App/Website, as well as live support through a messaging and VoIP system, which includes support for passengers as well as the DRO staff. For more information on RideCo’s support offering, see subsection Dispatcher/Driver Communication (VoIP) in Section o. – Supporting Material - Proposed Software Solution.
3.a-8	A system with a scalable architecture that handles expansion in use as the need arises without adversely impacting systems management and operations.	Core	Compliant. RideCo’s cloud-based solution is fully scalable and capable of handling service expansions as necessary.
3.a-10	A system that utilizes a recognized relational database management system that allows for mission critical database management capabilities.	Advanced	Compliant. RideCo uses an AWS-hosted database to manage all data-related functionality. For more information on database management, please refer to the attached VRAR form, section 3.1 (Section e).
3.a-11	A system that follows an open architecture design model, allowing the DROs to independently develop interfaces and/or enable integration with other internal or third-party systems, including but not limited to the following state programs: 1. Medicaid Brokers (currently ModivCare and OneCall) 2. North Carolina Cares 360 (NCCares360NCCARE3 60) 3. North Carolina Tracks (NCTracks)	Advanced	Compliant. The RideCo team will work with NCDOT and DROs to find a solution that meets their integration needs with third-party systems. Please refer to Integration Capabilities subsection in Section o - Supporting Material for more information.
3.a-12	A system that supports the migration of existing manually geo-coded locations from the existing scheduling software to the new scheduling software. The DROs may have created manually coded locations to supplement existing mapping gaps for existing addresses.	Advanced	Compliant. All existing location information can be imported into the RideCo System. Locations can be customized as required by DROs.
3.a-13	A system shall provide address verification for all addresses entered and supports the ability to editing of mapping coordinates, or manually verifies the address if the system is unable to provide an accurate verification. Any changes or manual verification will be clearly noted as such, be available to all dispatchers, and be used for scheduling androuting.	Advanced	Compliant. RideCo utilizes several mapping and location data providers, including Google Maps, to aid in address validation. Manual override of mapping data is available for DROs as needed.

3.a-14	A System that provides an integrated mapping solution that supports frequent mapping updates and is consistent with the map used for routing in the driver display and with scheduling and dispatch staff.	Advanced	Compliant. RideCo utilizes several mapping and location data providers, including Google Maps, to aid in address validation and vehicle routing. All map data is updated as new data is released by mapping providers and is consistent across the entire RideCo platform.
3.a-15	A System that displays the approximate route of demand responsive vehicles in service based on their scheduled stops (either straight line or expected turn-by-turn route, with stops highlighted).	Advanced	Compliant. Expected vehicle routing can be displayed to dispatch staff in the Operations Center. For more information on the Operations Center, see Section o – Supporting Material - Proposed Software Solution – Operations Center. The Driver App offers turn-by-turn navigation based on the anticipated vehicle route. For more information on the Driver App, see Section o – Supporting Material - Proposed Software Solution – Driver App.

b. Client Management

ID	Client Management Specifications	Feature	Response
3.b-1	A system that allows for real-time customer record updates allowing authorized staff to: 1. Add, remove, and modify client data 2. Suspend and activate clients	Core	Compliant. RideCo' Profile Manager (RPM) offers a centralized space to store passenger information including ride preferences, emergency contacts, standing orders, and more. The Profile Manager is an essential tool for managing client information, helping drivers stay informed, and providing the best possible service. Please refer to Section o – Supporting Material - Proposed Software Solution – RideCo Profile Manager for more details.
3.b-2	A system that includes the option to display, add, delete, and modify the following data for each client: 1. Client name(s) 2. Gender 3. Birth date 4. Fare type 5. Registration, expiration date, and current status 6. Complementary ADA eligibility, status, and renewal date 7. Mobility aides 8. Unique client identification number 9. Medicaid ID number 10. Ability to include multiple addresses including building name and number, unit name or number, city, state, zip code for pickup, and/or billing/mailing 11. Telephone number (at least two (2) telephone numbers) 12. Emergency contact name and telephone numbers (at least two (2)) 13. Additional passengers (e.g., personal care aid, companions, etc.) 14. Email 15. Comments field	Core	Compliant. RideCo offers this functionality through its Profile Manager module. Please refer to Section o – Supporting Material - Proposed Software Solution – RideCo Profile Manager for more details.
3.b-3	A system that allows authorized staff to look up clients by data attached to the profile or client record (e.g., name, date of birth, address, etc.).	Core	Compliant. RideCo offers this functionality through its Profile Manager module. Please refer to Section o – Supporting Material - Proposed Software Solution – RideCo Profile Manager for more details.
3.b-4	A system that allows authorized users to query tables of riders, reservations, and trips based on user-defined search parameters.	Core	Compliant. Rider profiles can be queried through RideCo Profile Manager. Please refer to Section o – Supporting Material - Proposed Software Solution – RideCo Profile Manager for more details. All other trip data can be queried within the Operations Center, as well as provided in reports. Please refer to Section o – Supporting Material - Proposed Software Solution – Operations Center for more details.

3.b-5	A system that displays the client's most recent trips, scheduled trips, reservations, canceled trips and no-shows.	Core	Compliant. All information regarding client reservations can be found within their profile on the booking application and website portal.
3.b-6	A system that includes trip details and history specific to each client such as trip origins/destinations and dates, time spent onboard the vehicle, and any other relevant information.	Core	Compliant. All information regarding client reservations and trips can be found within their profile on the booking application and website. Trip data can also be exported as a report.
3.b-7	A system that tracks customer eligibility status and automatically notify the DROs and clients of upcoming eligibility expirations.	Advanced	Compliant. RideCo's Eligibility Portal within the RideCo Profile Manager has the capability to tracks customer eligibility status. Please refer to Section o – Supporting Material - Proposed Software Solution – Eligibility Portal for more details.
3.b-8	A system that allows for the assignment of different eligibility levels with different expirations.	Advanced	Compliant. RideCo's Eligibility Portal has this capability. Please refer to Section o - Supporting Material - Proposed Software Solution – Eligibility Portal for more details.
3.b-9	A system that supports online comprehensive rider registration for both complementary ADA paratransit and non-ADA paratransit riders and clearly delineates between them.	Advanced	Compliant. RideCo's Eligibility Portal has this capability. Please refer to Section o - Supporting Materia - Proposed Software Solution – Eligibility Portal for more details.
3.b-10	System allows the DROs to include additional client data such as: 1. Primary language spoken (with the system automatically defaulting to English) 2. Sponsor/Eligible funding 3. Fare type and preferred fare payment method 4. Contact information formats (i.e. large print, Braille, etc.) 5. Client home GPS coordinates 6. Passenger-specific load time allowance, in minutes, in addition to the default or standard load time allowance 7. Certification/Denials/Appeals history	Advanced	Compliant. RideCo offers this functionality as part of RPM and the Eligibility Management Module. Please refer to Section o – Supporting Material - Proposed Software Solution – RideCo Profile Manager and Eligibility Portal for more details.
3.b-1	A System that includes a customer-facing application module that allows clients, caregivers, or care facilities to apply for demand response eligibility through any web browser. 1. The application module is be easy to navigate and meets ADA accessibility standards. 2. To reduce the need for manual data entry, the application module is be linked to the customer database and new client records are automatically created upon application approval.	Advanced	Compliant. RideCo's Profile Manager and Eligibility Portal offer this capability. Please refer to Section o – Supporting Material - Proposed Software Solution – RideCo Profile Manager and Eligibility Portal for more details.
3.b-2	A System that automates correspondence with clients through text messages, emails, or pre-recorded phone calls regarding eligibility approvals, expirations, denials, or appeals.	Advanced	Compliant. RideCo offers automated email functionality as part of the optional eligibility management module within RPM. Please refer to Section o - Supporting

			Material - Proposed Software Solution – RideCo Profile Manager and Eligibility Portal for more details..
3.b-3	A System provides tools or features to support adding clients (e.g., partners living at the same address, group homes, etc.) to facilitate rapid entry of client data.	Advanced	Compliant. RideCo offers bulk import of user data into RPM as required, or the ability to add and edit client data within RPM. Clients can also be cloned and are editable before saving a cloned/new client record.

c. Reservations

ID	Reservations Specifications	Feature	Response
3.c-1	A system that allows clients, caregivers, and DRO staff to easily view, create, modify, or cancel trips.	Core	Compliant. Clients and staff are able to book, view, or cancel trips using identical interfaces. The DRO staff are able to sign in on behalf of clients during the booking process.
3.c-2	A System that: 1. books same-day trips, 2. schedules standing-order (subscription) trips, 3. accepts advanced reservations	Core	Compliant. Passengers are able to book same-day trips or schedule trips in advance through RideCo's Passenger App or by calling in to reservationists. Standing orders can be booked by reservations staff on RPM. Please refer to Section o – Supporting Material - Proposed Software Solution – Passenger App, RideCo Profile Manager, and Eligibility Portal for more details.
3.c-3	A system that allows standing-order trips to be scheduled on a weekly (e.g., every Monday) or monthly (e.g. first and third Monday) basis. A system that allows the DROs to temporarily suspend standing-order trips without needing to modify trips outside of the suspension period.	Core	Compliant. RideCo offers this functionality as part of its Profile Manager Module. Please refer to Section o – Supporting Material - Proposed Software Solution – Profile Manager for more details.
3.c-4	A system that books trips based on pickup time or arrival time. When scheduling by arrival time, the system automatically factors in travel time from origin to destination.	Core	Compliant. All booked trips are given a pick-up window and guaranteed arrives before time during the booking process. This incorporates the travel time from origin to destination based on the actual road network, road closures, and expected, historical, and real-time traffic. Because of the near-constant optimization run by Solver – RideCo's platform is incredibly flexible to changes in conditions. For example, if traffic conditions suddenly change, Solver will identify a new set of routes within 20-30 seconds and update the schedule. As another example, if a vehicle goes out of service, all rides that were tentatively scheduled for that vehicle are instantaneously reassigned to other vehicles without any manual intervention or interruption to the passenger.

			Please refer to Section o – Supporting Material - Proposed Software Solution – Solver for more details.
3.c-5	A system that generates a confirmation number for each reservation, revised reservation, and trip cancellation. The system allows users to query the system by confirmation numbers to display transactions.	Core	Compliant. All actions regarding a reservation are tracked and can be queried by the Ride ID.
3.c-6	A system that provides safeguards that prevent errors such as past date booking, duplicate trips, and booking clients with expired applications, and booking outside the service area.	Core	Compliant. The system will not allow past-date bookings, booking outside the service zone, or booking a trip that the passenger is not eligible for. Duplicate trips are not prevented, as there are several scenarios where these may be necessary.
3.c-7	A system that automatically removes an associated drop-off from the manifest if a pickup is canceled due to a no-show.	Core	Compliant. Active vehicle manifests automatically remove steps that are no longer relevant.
3.c-8	A system that automatically finds an earlier or later time for scheduling when a requested time is unavailable based on capacity constraints.	Core	Compliant. When a search is conducted by a passenger, reservationist or caregiver, the system automatically offers ride options within a configurable negotiation window before and after the searched time.
3.c-9	A system that sends automatic text or phone notifications to clients as a vehicle approaches a location for a pickup.	Core	Compliant. RideCo offers in-app, SMS, and IVR notifications regarding ride status. Please refer to Section o – Supporting Material – Proposed Software Solution for more details.
3.c-10	Vendor provides explanations of any limitations for scheduling rides including limitations for the number of vehicles and/or passenger trips that can be scheduled.	Core	Compliant. RideCo can work with each individual DRO to incorporate their booking policies and limitations into the booking flow. RideCo does not have any limitations for booking and scheduling rides, other than those set out by service level parameters and vehicle capacity.
3.c-11	A system that alerts the user when the origin or destination of a trip is not within the specified boundary during service hours and prevents the trip from being booked unless overridden by approved DRO staff.	Core	Compliant. RideCo does not allow trips to be booked outside of the service region. Should an "override" need to be provided, a larger service zone can be configured for use only by the DRO staff.
3.c-12	A system that provides an option to select locations without a street address (e.g., can identify a street corner or XY coordinates).	Core	Compliant. Locations can be selected by address, cross street, coordinates, or by clicking on the location in the map.
3.c-13	A system that prevents a user from booking a trip if the eligibility of the rider is suspended, except when suspension is because of an expired funding source. If a suspended rider has booked subscription trips or reservations before the suspension, the system will not schedule these trips while the rider is suspended.	Core	Compliant. RideCo can set up custom rules within RideCo's Profile Manager, including conditions upon which a customer's ability to book becomes suspended due to various reasons related to their eligibility status.
3.c-14	When a subscription standing order trip is canceled, the system checks ahead and displays other trips for this rider that will be canceled. The system permits the user to cancel one, multiple or all future trips.	Core	Compliant. Customers have the ability to view all of their future booked trips within the app and can selectively cancel as many as they choose. They can also call in and ask the reservationist to selectively cancel one or many subscription trips that have

			not yet been booked into the system.
3.c-15	The system allows users to schedule one-way, round-trip, and multi-leg trips with minimal data entry, by auto-populating data.	Core	Compliant. Once a ride is booked, the passenger can select “book more,” which will take them back to trip details screen, with the previous trip origin and destination auto populated. They can then select to swap origins and destinations to book a return trip. Additional customer profile related information can be configured for auto-population.
3.c-16	The system allows a user to book disconnected legs of a trip.	Core	Compliant. Once a ride is booked, the passenger or reservationist can select “book more,” which will take them back to trip details screen, with the previous trip origin and destination auto populated. They can then select to swap origins and destinations to book a return trip.
3.c-17	The system allows reservations to be made for groups traveling together who have an identical origin and destination. These group reservations shall be assigned to the same vehicle to the maximum extent possible.	Core	Compliant. If the trip is booked through the reservationist, the reservationist can book a trip for a group with the same O/D and on the same vehicle. When a passenger books a trip, they have the option to select multiple seats for their booking. Trips are grouped, and rides are shared based on the agency’s policies and vehicle seat configurations. RideCo’s optimization engine, Solver, instantaneously and automatically groups logical trips together to provide high efficiency and consistency.
3.c-18	The system displays all reservations by a rider or address to facilitate individual and/or group cancellations.	Core	Compliant. The Ride Tracker Dashboard shows rides by rider and has a column for address, so that the rides can be selected/sorted by address. However, cancelations must be made for each booked rider’s account/trip. Please refer to Section o – Supporting Material - Proposed Software Solution –Operations Center for more details.
3.c-19	The system shall show estimated trip lengths for all trips created.	Core	Compliant. The riders can see both their pick-up window and guaranteed arrives before time for all the trips that they book. Reservationists/Dispatchers can also see the precise estimated trips lengths for all booked trips.
3.c-20	The system supports lists of vehicles, vehicle run numbers, run times (shifts), and drivers that the user can configure or edit.	Core	Compliant. All of this information, as well as vehicle configurations, are uploaded to the system and can be edited at any time.

3.c-21	The system provides multiple user-defined seating/wheelchair arrangements for each type of vehicle. This must include a minimum of five (5) different arrangements to incorporate zero (0) to four (4) wheelchairs with corresponding seats.	Core	Compliant. There is no limit on the number of vehicle types or their configurations that can be added to the system. RideCo's Configuration Optimizer streamlines the distribution of passengers across the available fleet and continuously optimizes seat allocation based on the trips present in the system. The system is fully configurable and can be customized based on the agency's requirements. Please refer to Section o – Supporting Material - Proposed Software Solution – RideCo's Capacity Configuration Optimizer and Capacity Optimization for more details..
3.c-22	The system automatically generates trip reversals or return trips from destination to origin when trips are booked.	Advanced	Compliant. Once a ride is booked, the passenger can select "book more," which will take them back to trip details screen, with the previous trip origin and destination auto populated. They can then select to swap origins and destinations to book a return trip.
3.c-23	The system provides quick access for a customer's most frequent trip origins and destinations for quick selection during booking.	Advanced	Compliant. When selecting an origin or destination, riders and reservationists have the option to select from a list of recent locations.
3.c-24	The system supports multiple service providers. The parameters for each provider are configurable such that the service allocation may be based on predetermined factors including but not limited to the following: 1. Vehicle type 2. Geographic area 3. Day of the week 4. Time of day 5. Origin and/or destination 6. Nature of rider disabilities and/or physical aids	Advanced	Compliant. The system is capable of allocating trips to one of multiple service providers based on a pre-determined set of business rules, including all the ones listed in the requirements.

d. Scheduling

ID	Scheduling Specifications	Feature	Response
3.d-1	The system groups trips based on location to maximize service efficiency and provide the ability to lock recurring trip(s) to specific schedules, drivers, or vehicles to provide stability and consistency for customers with regular/recurring appointments.	Core	Compliant. RideCo's optimization engine, Solver, instantaneously and automatically groups logical trips together to provide high efficiency and consistency. With our Trip Tagging feature this can be locked to specific schedules, drivers, or vehicles to provide stability and consistency. More information on Solver can be found in Section o – Supporting Material - Proposed Software Solution - Trip Tagging section and Solver section.

3.d-2	The system allows for trips to or from same origins, or to same destinations, to be combined to eliminate duplicate trips.	Core	RideCo's optimization engine, Solver, instantaneously and automatically groups logical trips together to provide high efficiency and consistency. More information on Solver can be found in Section o – Supporting Material - Proposed Software Solution – Solver and Trip Tagging.
3.d-3	Vehicle assignments are automatically updated if a vehicle needs to be pulled from service or if a vehicle is running late.	Core	Compliant. Solver continuously re-evaluates system performance and will redistribute rides as necessary if a vehicle is running late or is pulled from service. More information can be found in Section o – Supporting Material - Proposed Software Solution – Solver.
3.d-4	The system considers capacity constraints of each vehicle or route. These constraints are adjustable and easily altered on a day-to-day basis.	Core	Compliant. Capacity constraints are considered each time a ride is booked. These are adjustable easily through the Operations Dashboard.
3.d-5	The system takes into account different travel times during specific peak hour traffic periods, in congested areas, and at places where physical barriers affect travel load and unload time.	Core	Compliant. RideCo's traffic collection ensures accurate estimates based on the trips requested and the time they are requested for. Travel routes are based on the actual road network. Vehicle manifests include the estimated load and unload time, which is configurable based on each passenger type (e.g., ambulatory, wheelchair, scooter).
3.d-6	The system calculates actual non-revenue hours and mileage as well as actual revenue hours and miles for all vehicles on a daily basis.	Core	Compliant. All revenue hours/miles and non-revenue hours/miles are calculated each day and are reported on.
3.d-7	The system prints vehicle manifests on a daily basis. The system formats printed manifests in a manner that minimizes paper waste, in a legible font size suitable for drivers to reference while enroute, and only includes minimal information (e.g., client name, pick up/drop off address, scheduled window, etc.). Printed manifest details and layout will be defined during design review.	Core	This is no longer relevant because RideCo's Solver optimizes all manifests constantly and without intervention. Drivers are prompted digitally via tablet to provide trips when necessary; this allows for the most efficient scheduling of trips within the platform. Digital manifests are more efficient and minimize waste.
3.d-8	The system allows users to view maps that illustrate fixed route bus routes and bus stops relative to trip origins and destinations.	Core	Compliant with optional integration. RideCo offers integrations with third-party trip planning software including Transit app and Unwire to aid in service integration with fixed-route services. The software is also further extending these capabilities natively, which could be leveraged within deployments to DROs. Please refer to Section o – Supporting Material - Integration Capabilities for more details.
3.d-9	The system provides for manual mapping of addresses if the system map does not recognize an address.	Core	Compliant. Dedicated Flex Stops can be configured in the RideCo platform to ensure all requested addresses are recognized by the system.

3.d-10	The mapping system is fully compatible with the mapping system used by tablets and based on an open architecture and integrated with Automatic Vehicle Locator (AVL) and tablet technology.	Core	Compliant. RideCo uses Google Maps, and the system is fully compatible with the mapping system used by tablets.
3.d-11	The system supports real-time and batch rescheduling.	Core	Compliant. RideCo's optimization engine, Solver, automatically and instantaneously batches and reschedules trips without manual intervention. More information can be found in Section o – Supporting Material - Proposed Software Solution – Solver.
3.d-12	All trip time changes are within the original promised time window and permit the rider to meet a stated appointment time.	Core	Compliant. RideCo provides guaranteed pick-up windows and arrives before times to users at the time of booking. Routing and actual pick-up and drop-off times are within the promised time windows and arrives before/appointment time.
3.d-13	The system maintains an open return list (e.g., will calls) for passengers with an uncertain pickup time for the return leg of a trip (e.g., after a medical appointment of uncertain duration).	Core	The system supports same day on-demand booking requests, and therefore does not need to maintain a list of upcoming requests. Several programs run ADA paratransit with will call trips leveraging this functionality instead of an open return list.
3.d-14	When vehicles are removed from a service, the system converts any previously assigned trips for that vehicle to the status "unassigned" for reassignment. The system supports reassignment of all trips to a new vehicle/driver.	Core	Compliant. Solver continuously re-evaluates system performance and will redistribute rides as necessary if a vehicle is running late or is pulled from service. These rides will be automatically reassigned to other drivers/vehicles where capacity allows. If the system cannot automatically re-assign a ride, it has the status of "unassigned/un-serviced".
3.d-15	For cancellations, or changes to the pick-up time on a route, the system recalculates the remaining pick-up and drop-off times.	Core	Compliant. Solver automatically updates estimated pickup and drop-off times based on all parameters in the system, including if a ride is cancelled prior to an upcoming one. These changes will remain within RideCo's guaranteed pick-up and drop-off times.
3.d-16	The system allows the user to mark specific trips as "critical" or exempt from automated modification. If a critical trip must be modified manually, the system provides sufficient controls or notifications to the dispatcher.	Core	Compliant. RideCo offers Trip Tagging and Forced Ride capabilities so that dispatchers can ensure critical trips are serviced with manual assignment and not automatically changed. More information can be found in Section o – Supporting Material - Proposed Software Solution – Trip Tagging and Solver.
3.d-17	The system avoids sending a vehicle that does not meet the needs of the passenger's disability.	Core	Compliant. Passenger disability information is considered when assigning vehicles. Passengers will not be assigned to vehicles that cannot accommodate them.
3.d-18	The system features automatic trip optimization. The system continuously updates and adjusts trips based on vehicle position, trip cancellations, and no-shows. Automatic trip optimization maximizes service efficiency while reducing the need for manual schedule adjustments.	Advanced	Compliant. RideCo's optimization engine, Solver, automatically and instantaneously batches and reschedules trips without manual intervention. Vehicle position, trip cancellations, no-shows, traffic, and much more are taken into consideration when

			optimizing trips on an ongoing basis. More information can be found in Section o – Supporting Material - Proposed Software Solution – Solver and Automatic Dispatch and Continuous Optimization.
3.d-19	The system integrates with mapping and vehicle location services to perform route optimization functions and scheduling based on updated street network data. Route and turn-by-turn driving directions are highly desirable.	Advanced	Compliant. RideCo's system performs route optimization based on up-to-date road network information. The system's traffic collection ensures accurate estimates based on the trips requested and the times they are requested for. This data is then optimized against ride information to ensure highly efficient generated routes. Turn-by- turn driving directions are offered. More information can be found in Section o - Supporting Material - Proposed Software Solution – Driver App and Driver Experience.
3.d-20	The system allows the DRO to easily add, remove, and modify service boundaries based on service type and driver.	Advanced	Compliant. Zone boundaries are customizable based on DROs preferences. RideCo's Operations Center (dashboards) allows easy manipulation of service parameters.
3.d-21	The system routes and schedules trips according to configurable parameters including: 1. Shared rides 2. Pick up time window 3. Drop-off time 4. Mobility aids or mobility restrictions 5. Number of passengers/space available in vehicle 6. Assignment of runs to specified geographical zones The system allows DROs to modify all parameters.	Advanced	Compliant. Service configuration can be modified with the assistance of the dedicated project team if needed. Solver ensures all trips are optimized based on all listed parameters. These parameters can be modified by the DRO in collaboration with RideCo's dedicated project team to maximize success of the service changes in achieving DRO KPIs.

e. Dispatching

ID	Dispatching Specifications	Feature	Response
3.e-1	The system displays the following minimum information for dispatchers for all pick up/drop off: a. Vehicle number b. Passenger name, last name first c. Number of passengers, including attendants and companions. d. Pickup and drop-off address e. Promised arrival time window f. Estimated time of arrival g. Any special needs or problem address h. Notes	Core	Compliant. RideCo's Operations Center displays all relevant ride information to dispatchers for each ride in the system, including but not limited to the information listed in 3.e-1.

3.e-2	The system provides necessary dispatching tools for making service day operational decisions. At a minimum, this includes tools for same day and standby trips, canceled trips, no-shows, late riders, vehicle breakdowns, and open returns. The system allows the dispatcher to move trips, change drivers and vehicles, and adjust the schedules.	Core	Compliant. RideCo's Operations Center allows dispatchers to have full control over trips in any given schedule. With the assistance of Solver, dispatchers will not always need to manually move trips as Solver will take care of reallocation in the event of breakdowns or late trips. In extreme situations, dispatchers have the ability to manually reassign trips. More information can be found in Section o – Supporting Material - Proposed Software Solution – Solver, Trip Tagging, and Automatic Dispatch and Continuous Optimization.
3.e-3	The system allows for a specific driver to be assigned to a route and allows the dispatcher to change a vehicle number.	Core	Compliant. RideCo's Operations Center allows dispatchers to make modifications to driver shifts or vehicles as necessary
3.e-4	The system allows dispatchers to override routing due to road construction and traffic pattern changes on a one-day or permanent basis.	Core	Compliant. RideCo's traffic collection and mapping data takes into account traffic pattern changes and long-term construction projects when routing vehicles. Temporary or permanent block-out areas can be configured to prevent rides/routes in these block-out areas.
3.e-5	The system allows dispatchers to schedule driver breaks.	Core	Compliant. Breaks can be manually scheduled by the dispatcher/scheduler or dynamically scheduled by the system using a floating break approach. RideCo's patented Dynamic Driver Breaks feature is available within the Operations Center for dispatchers to use. Please refer to Section o – Supporting Material - Proposed Software Solution – Dynamic Driver Breaks for more details.
3.e-6	The dispatching module displays: 1. Selected route and associated trip details 2. Vehicle ID numbers and locations updated at least every 30 seconds 3. Scheduled arrival times 4. Real-time arrival predictions and on-time performance 5. Client names and the number of passengers per trip	Core	Compliant. RideCo's Operations Center displays all relevant vehicle information as listed in 3.e-6. This information is refreshed every 30 seconds or when requested by the dispatcher. More information can be found in Section o – Supporting Material - Proposed Software Solution – Operations Center.
3.e-7	The dispatching module displays one route at a time or multiple routes.	Core	Compliant. RideCo's Operations Center allows dispatchers to view information of one or many routes at any given time based on dispatcher preference.
3.e-8	The system allows the user to display a list of all of the day's scheduled trips for a client.	Core	Compliant. RideCo's Operations Dashboard allows dispatchers to display all scheduled trips for a given client for each day.
3.e-7	The system allows the dispatcher to manually override each trip's assigned route and pickup or drop-off time.	Core	Compliant. RideCo's Operations Center allows dispatchers to manually override which vehicle is assigned to each ride. Overriding pick-up or drop-off time is outdated, as RideCo's Solver will update

			the estimated values automatically as system parameters change over the course of a day. More information can be found in Section o – Supporting Material - Proposed Software Solution –Trip Tagging.
3.e-8	The system allows the dispatcher to override batched trips and manually move them to an alternate route.	Core	Compliant. RideCo's Operations Center allows dispatchers to manually override which vehicle is assigned to each ride. More information can be found in Section o – Supporting Material - Proposed Software Solution – Trip Tagging.
3.e-9	The system allows users to easily transfer passenger trips from a selected route(s) based on least incremental mileage.	Core	This requirement is outdated as RideCo's Solver automatically reassigns trips to other routes based on the most efficient routing for that trip and other trips in the system. This routing is optimal based on system constraints. The dispatcher can perform a manual override or trip reassignment if desired.
3.e-12	The system provides the number of trips for each route and track driving speed history.	Core	Compliant. RideCo's Operations Center allows operators to view the number of trips for each route and average driving speed for a given day.
3.e-13	The system displays all dispatch activity for any route and allow the dispatcher to add dispatch activity notes.	Core	Compliant. All dispatch activity on a route is tracked and can be reviewed as needed. Dispatchers can also add labels to annotate runs if necessary.
3.e-14	The system allows the dispatcher to transfer single trips or a block of trips between vehicles/drivers.	Core	Compliant. RideCo's Operations Center allows dispatchers to manually override which vehicle is assigned to each ride or group of rides. More information can be found in Section o – Supporting Material - Proposed Software Solution – Trip Tagging.
3.e-10	The system logs all dispatcher actions and attributes them to the logged in user.	Core	Compliant. RideCo stores all user interactions within the Operations Center and attributes them to the logged in user.

ID	**Client Management Specifications**	**Feature**	**Response**
3.e-16	The system allows dispatchers to see: 1. Cancellations and insertions occurring within a configurable timeframe 2. Runs not covered by a driver 3. Unassigned trips	Advanced	Compliant. RideCo's Operations Center ensures all trip statuses are viewable to dispatchers. This includes all cancellations and insertions, runs not currently covered by a driver and any unassigned trips. More information can be found in Section o - Supporting Material - Proposed Software Solution – Operations Center.
3.e-17	The system has dispatching tools that are simple to use and efficient to enter and retrieve information. The dispatching solution that is flexible and configurable for each dispatcher allowing dispatchers to create custom dispatch data views based on the type of dispatching methods performed.	Advanced	Compliant. RideCo's Operations Center allows dispatchers to customize and sort the data views at their fingertips based on their job function.
3.e-18	The system allows the DROs to manage unexpected enroute origin and destination changes.	Advanced	Compliant. Rides that have been started cannot be modified for their origin or destination, but in the event that the driver

			does need to make an unexpected deviation enroute, the system will adapt to the current location and actions of the driver. Manual override options are available to the dispatcher. More information can be found in Section o – Supporting Material - Proposed Software Solution – Solver, Continuous Optimization, and Trip Tagging.
3.e-19	The system provides the DROs with two-way text messaging from dispatch to DRO. Messages shall be saved or archived in the system for future reference.	Advanced	Compliant. RideCo can offer NCDOT and DROs a VoIP solution to allow communication between the driver and dispatch, that is not visible to the passenger (call & text). Please refer to Section o – Supporting Material - Proposed Software Solution – Driver App and Dispatcher/Driver Communication (VoIP) for more details.
3.e-20	Incoming messages from drivers are grouped by vehicle/driver and sorted by prioritization (e.g., high priority messages on top). All messages include an audible tone or notification to alert the dispatcher when messages are received from the driver display solution.	Advanced	Compliant. RideCo can offer NCDOT and DROs a VoIP solution to allow communication between the driver and dispatch, that is not visible to the passenger (call & text). Please refer to Section o – Supporting Material - Proposed Software Solution – Driver App and Dispatcher/Driver Communication (VoIP) for more details.
3.e-21	The system notifies dispatchers when a vehicle is running late by a configurable amount of time. These parameters are configurable based on the parameters set by the individual DROs (e.g., Client type, ADA status, etc.).	Advanced	Compliant. RideCo's Operations Center provides visual alerts to dispatchers when vehicles are running late. The views can be customized or sorted by client type and other parameters.

f. Driver Display Functionality

ID	Driver Display Functionality Specifications	Feature	Response
3.f-1	The driver display provides drivers with an overview of their complete schedule/manifest and allows them to view details for any pickup/drop off. Details include: 1. Client name(s) and companions/PCA 2. Mobility aids used by clients 3. Dispatch and scheduling comments 4. Fare/sponsor 5. Pickup and drop-off address and any applicable notes 6. Pickup and drop off window/appointment time 7. Business name/building name for each pickup or drop-off	Core	Compliant. RideCo's Driver App provides drivers with step-by-step instructions from their itinerary, including navigation. All of the relevant passenger information for a given pick-up is provided, including the client's name, mobility aids, comments/special instructions, the fare, the address, etc. Since the itinerary is being optimized every 20 seconds, steps beyond the current step are typically not displayed but can be displayed to be shown if specifically configured by the DRO. Please refer to Section o – Supporting Material - Proposed Software Solution – Driver App for more details.
3.f-2	The driver display or tablet requires the Driver to logon using the DRO assigned credential. When applicable, the driver display allows the driver to enter (or confirm) the current odometer reading for the vehicle.	Core	Compliant. The driver display or tablet requires the driver to log on using the DRO assigned credentials. The system automatically tracks and logs the vehicle's distance travelled throughout the vehicle's itinerary.
3.f-3	The driver display includes demand response- specific functionality to display electronic manifests and receive updates in real-time from the Vendor provided dispatching system. Updates include changes to the schedule, trip specific detailed updates, cancellations, and additions to the manifest.	Core	Compliant. The driver's instructions are based on their real-time manifest, which is continuously being optimized. More information can be found in Section o – Supporting Material - Proposed Software Solution – Continuous Optimization and Driver App and Driver Experience.
3.f-4	The driver display allows the driver to easily scroll through the entire manifest.	Core	Compliant. Full vehicle manifests are available to dispatchers to see, but these are adjusted throughout the day to keep up with on-road events to ensure maximum On Time Performance (OTP). Drivers are shown manifests one step at a time to ensure that they are only seeing the most up-to-date manifest information. The Driver App can be configured to show future manifest steps (that may change) if specifically requested by the DRO.
3.f-5	The driver display allows the driver to: Arrive, perform, cancel, and no-show trips as required by the DROs.	Core	Compliant. Drivers are prompted to confirm the completion of every step, including arrivals, boarding, payment, and no shows.
3.f-2	The driver display displays mapping using the same mapping software used to schedule the route.	Core	Compliant. Drivers see the same map/route used to schedule the route, but also have the option to select their preferred navigation app (i.e., Ways,

			Google Maps), or use the in-app navigation map. Routes are generated by RideCo's algorithm, not the navigation software.
3.f-7	Additional trip information includes: 1. Map view 2. Trip ID 3. Client type (e.g., Attended) 4. Estimated time to arrival at destination	Advanced	Compliant. The driver has access to all the information identified in this requirement.
3.f-8	Where applicable, the driver display includes a pullout and pull-in checklist for Drivers at the start and end of service. Items included on the checklist are configurable by the DROs.	Advanced	Pullout and pull in checklist functionality is typically provided within a fleet management software. RideCo works alongside several of these 3rd Party software providers in our deployments. However, it is on our product roadmap to develop and release this functionality for our existing clients and future partnerships.
3.f-9	The system allows drivers to provide pickup and drop-off comments for each trip. The system synchronizes with the client record and is available for future passenger trips.	Advanced	This is not natively available within the platform, but digital forms can be created for drivers to provide feedback about rides on an as-needed basis. This information can also be provided through VoIP messaging to dispatch.
3.f-10	The driver display shows the vehicle's current odometer reading as calculated by the previous odometer entry and allows the DRO to manually correct the calculated vehicle odometer value.	Advanced	Compliant. Vehicle mileage is automatically calculated based on the GPS polling locations.
3.f-3	The driver display provides integrated canned messages that drivers may send to dispatch. Integrated canned messaging includes DRO-customizable messages that can be sent directly from the driver display to dispatch.	Advanced	The system supports messaging that drivers may send to dispatch. Configurable canned messaging is on RideCo's product roadmap for development.

g. Billing and Invoicing

ID	Billing and Invoicing Specifications	Feature	Response
3.g-1	The system supports trip pricing through a billing and payment feature. The system supports any combination required by the DROs: 1. Zone 2. Vehicle miles and/hours (service & revenue) 3. Passenger (rider) mile 4. Direct mile (Taxi) 5. Flat rate 6. Hourly 7. Fixed route fares	Core	Compliant. The platform facilitates all of these fare types, which can be tailored per DRO, per service or even as granular as per different user groups.
3.g-2	The system includes tariff management tools to administer all fare price and fare structure. The Agencies will establish the price of fares.	Core	Compliant. Tariffs and taxes can be built into the fare structure and displayed as separate line items to the rider/user.
3.g-3	The system handles billing and invoicing functions for riders/trips.	Core	Compliant. Invoicing reports can be generated to be printed and sent, or emailed to the agency or directly to the user or funding body after the fact.
3.g-4	The system allows the Agencies to generate and print monthly billing invoices for payment. The system generates and prints reports in a CSV or equivalent spreadsheet format.	Core	Compliant. Invoicing reports can be generated to be printed and sent, or emailed to the agency or directly to the user or funding body after the fact. These can be done monthly, or on any cadence, and take on a CSV format.
3.g-5	The system automatically generates mailing labels for client billing and invoicing.	Core	Compliant. Mailing labels or printing for windowed envelopes can be generated from within the system. More information can be found in Section o – Supporting Material - Proposed Software Solution – RideCo's Profile Manager and Eligibility Management.
3.g-6	The Vendor supports Payment Integration with State programs as a funding source for billing and payment. Vendor payment solutions provide Payment Card Industry Data Security Standard (PCI-DSS) compliance and Vendor provides evidence of PCI compliance upon request by the DROs.	Core	Compliant. RideCo can support state programs as a funding source, and can also process payments directly within the app using a PCI-DSS solution. Proof of PCI-DSS is available upon request. RideCo does not directly store credit card information at any point. Rather, all credit card information is securely processed and stored by our third-party payment processor Braintree (a division of PayPal). Braintree is a validated level 1 PCI-DSS (Payment Card Industry – Data Security Standard) compliant service provider. If the agency does not wish to use credit card payments, then the payment option can be removed. Please refer to Section o – Supporting Material - Payment Options for more details.

3.g-7	The Vendor works with the DROs to confirm reporting level of detail for billing and invoicing purposes. Billing reports shall include, at a minimum: 1. Trip date(s) 2. Passenger name and number of passengers 3. Pickup/drop off location(s) 4. Total number of trips by passenger 5. Total amount owed for each trip	Core	Compliant. Invoice reports can include all relevant details required by a DRO including the listed fields. Please refer to Section o – Supporting Material - Proposed Software Solution – Data Insights more details.
3.g-8	The Vendor provides customer service support to the DROs during system and financial audits.	Advanced	Compliant. RideCo will support all DROs for auditing purposes.

4 Customer Applications

a. Mobile Applications

ID	Mobile Applications Specifications	Feature	Response
4.a-1	The Vendor provides Mobile Applications and website user interface and user experience accessibility testing using a qualified accessibility expert with relevant experience utilizing assistive technologies.	Core	Compliant. RideCo has an extensive accessibility QA process, which involves: • Continuous checking with each new feature rather than one-off audits. • Manual usability testing using screen readers as part of our QA Process • Working with Easter Seals of America to externally audit not just the compliance but also the usability of our app as it relates to accessibility. RideCo is fully WCAG 2.0 Level AA compliant.
4.a-2	The Mobile Applications are designed and tested for cross-platform compatibility, including Android and iOS mobile application platforms.	Core	Compliant. The Passenger App is available on iOS and Android, as well as via any standard web browser (with the same functionality). The Driver App is powered by standard off-the-shelf Android smartphones or tablets. Please refer to Section o – Supporting Material - Proposed Software Solution – Passenger App and Driver App for more details.
4.a-3	The Mobile Applications support the most recent version of Google Android and Apple iOS mobile platforms at launch. Mobile Applications will be backwards compatible with a minimum of two (2) previous versions.	Core	Compliant. RideCo will deploy its applications on the most recent versions of Google Android and Apple iOS at launch and will be compatible on past versions as well.
4.a-4	The Mobile Applications are free to download from Apple App Store or Google Play Store.	Core	Compliant. Custom-branded apps can be deployed and can be downloaded for free by the public from Apple App Store or Google Play Store.

4.a-5	The Mobile Applications support the following functions: 1. Create an account 2. Link Client ID 3. Manage account (payment, contact information, personal care attendant, emergency contact and frequent address of travel) 4. View scheduled trips 5. Book a trip 6. Modify a trip 7. Cancel one or many trip reservations	Core	Compliant. The mobile applications support the listed features. Please refer to Section o - Proposed Software Solution – Supporting Material - Passenger App and Driver App for more details.
4.a-6	The Mobile Applications support shared permissions allowing personal care attendants or caregivers to manage customer profile, book a trip, modify a trip or cancel a trip.	Core	Compliant. Riders are able to manage their own accounts when logged in, PCAs and caregivers can modify account details through logging in to the rider's account or by contacting the call center.
4.a-7	The Mobile Applications send a notification to the user when the ride is approaching/on the way.	Core	Compliant. Passengers will receive SMS or IVR notifications when the ride is on the way, which will include a precise ETA, as well as the ability for the passenger to then track the vehicle in real-time on the application.
4.a-8	The Mobile Applications adhere to branding guidelines of the DROs and will be approved during Final Design Review (FDR).	Core	Compliant. Part of the implementation process involves confirming final branding specifications set out by the client, including color scheme, logos, app name and program name before launch.
4.a-9	The Mobile Applications display text in alternate languages including, but not limited to, Spanish.	Core	Compliant. RideCo has programs in multiple languages, including Spanish.
4.a-8	The Mobile Applications are intuitive, easy to use, and meet relevant accessibility standards of the ADA, World Wide Web Consortium.	Core	Compliant. The mobile applications are fully compliant with this requirement. RideCo has an extensive accessibility QA process, which involves: • Continuous checking with each new feature rather than one-off audits. • Manual usability testing using screen readers as part of our QA Process • Working with Easter Seals of America to externally audit not just the compliance but also the usability of our app as it relates to accessibility. RideCo is fully WCAG 2.0 Level AA compliant.
4.a-9	The system’s Mobile Applications are integrated with the DROs’ fare structures and reservations systems to allow the customer to indicate their payment preference when making a reservation (e.g., cash, payment card, etc.).	Core	Compliant. Mobile Applications can be integrated with the DROs’ fare structures and reservations systems to allow the customer to indicate their payment preference when making a reservation (e.g., cash, payment card, etc.). RideCo can accommodate a wide range of fare payment methods,

			including cash, passes, transfers, credit card, as well as integrations with digital fare payment systems.
4.a-12	The system's Mobile Applications allows customers to view the vehicle's location and estimated pickup (arrival) time on a map-based interface.	Advanced	Compliant. Customers can track their vehicle, in real-time, on a map-based interface within the app as it comes to pick them up. This will also include a precise and real-time ETA.

b. Customer Website

ID	Customer Website Specifications	Feature	Response
4.b-1	The self-service Customer Website supports the following functions: 1. Apply for demand response eligibility 2. Create an account 3. Link Client ID 4. Manage account (payment, contact information, personal care attendant, emergency contact and frequent address of travel) 5. View scheduled trips 6. Book a trip 7. Modify a trip 8. Cancel one or many trip reservations	Core	Compliant. The web app has the same features and functionality as the offered by the Passenger App, including all listed features. Passengers can perform all the functions listed in this requirement from their account on the website or the mobile app
4.b-2	The Customer Website is compatible with Windows and Apple operating systems and support the current browser version in addition to the previous three (3) versions. The Customer Website Portal functions on a desktop device (such as a PC), tablet, and wireless smartphone using popular browsers, including but not limited to: Chrome, Edge, Internet Explorer, Firefox, and Safari.	Core	Compliant. The system complies with this functionality.
4.b-3	The Customer Website supports shared permissions allowing personal care attendants or caregivers to manage customer profile, book a trip, modify a trip, and/or cancel a trip.	Core	Riders are able to manage their own accounts when logged in. PCAs and caregivers can modify account details through logging in to the rider's account or by contacting the call center
4.b-4	The Customer Website adheres to the branding guidelines of the DROs and will be approved during FDR.	Core	Compliant. During program implementation, the DROs will be tasked with approving finalized branding, logo, program name, etc., prior to releasing the app on the app stores.
4.b-5	The Customer Website displays text in alternate languages including, but not limited to, Spanish.	Core	Compliant. RideCo has published services in several languages, including Spanish
4.b-6	The Customer Website is intuitive, easy to use, and meet ADA accessibility standards.	Core	The web app is fully compliant with this requirement. The website fully meets ADA accessibility standards.
4.b-7	The Customer Website allows customers to view the vehicle's location and estimated pickup (arrival) time on a map-based interface.	Advanced	Compliant. Once a vehicle serving the customer's trip has been finalized, the passenger will receive a specific ETA of the vehicle and will be able to live track the vehicle on the map as it comes to pick them up.

c. Phone Notification

ID	Phone Notification Specifications	Feature	Response
4.c-1	The system interfaces with an interactive voice response (IVR) system to provide customer alerts related to trip reminder and real-time arrival information.	Core	Compliant. RideCo interfaces with an IVR system to provide customers with notifications and trip reminders, including any changes to their original trip details. Please refer to Section o – Supporting Material - Proposed Software Solution – Passenger App for more details.
4.c-2	The system provides the name of the DRO and welcome message as its first response when the IVR is initialized. The system allows additional messages to be spoken after the welcome message as part of the IVR-decision flow.	Core	Compliant. The system's messaging is configurable and can be set at launch and later modified if required.
4.c-3	The system allows users to interact with the system using their voice or telephone keypad.	Core	Compliant. The system allows the users to interact with the system using their telephone pad.
4.c-4	The system supports a skip-ahead feature that allows the customer to choose their option at any point.	Core	The system supports a skip-ahead feature that allows the customer to choose their option in advance, without having to wait for all of the options to be read out.
4.c-5	The system supports a time-out parameter when no voice or no-keypad tone is identified, the customer is transferred to a Customer Service Representative. The time-out parameter will be approved by the DROs.	Core	Compliant. The system supports quick-connect button functionality so when the customer presses a configured button, they will be connected directly with the agency-provided phone number for the Customer Service Representative. It is on RideCo's product roadmap to add a time-out parameter when no voice or no-keypad tone is identified, the customer is transferred to a Customer Service Representative. The time-out parameter will be approved by the DROs.
4.c-6	The system supports languages including, but not limited to, English and Spanish.	Core	Compliant. RideCo's software has been deployed in several languages, including English and Spanish.
4.c-7	The system supports incoming calls through an automated menu where customers are encouraged to use an automated menu as a first choice before being transferred to a Customer Service Representative.	Core	The system provides configurable incoming calls to customers where they can utilize an automated menu as a first choice before being transferred to a Customer Service Representative. It is on RideCo's product roadmap for customers to be able to place outgoing calls to the IVR system, where through an automated menu, customers are encouraged to use an automated menu as a first choice before being transferred to a Customer Service Representative.

4.c-8	The Vendor provides a list of IVR recordings and prompts to the DRO for review and approval prior to implementation. The system permits DROs to customize system prompts and customer information messages at no charge.	Core	Compliant. RideCo will provide a list of IVR text and prompts to the DRO for review and approval prior to implementation. The system permits DROs to customize system prompts and customer information messages at no charge.
4.c-9	In addition to customer alerts, the system supports messages related to eligibility requirements, usage policies and important contact information specific to the DROs.	Core	Compliant. Custom IVR alerts can be created for exclusive, eligibility-based programs. These IVRs would be able to contain information on eligibility requirements, usage policies and contact information specific to the DROs, even allowing the customer to be connected directly to a listed agency number through the IVR if requested.
4.c-10	The system allows prompts to the customer to identify a trip reservation, cancel one or many reservations, and confirm the cancellation.	Core	Compliant. The system allows prompts to the customer to cancel their identified trip reservation, and then allows the customer to confirm this cancellation.
4.c-11	The system is configurable and allows the DROs to configure the reminder and arrival parameters. The DROs will define these parameters during initial implementation.	Core	Compliant. The system is configurable and allows DROs to configure the reminder and arrival parameters. The DROs will implement these parameters alongside the dedicated project team at launch.
4.c-12	The system contacts the customer with a reminder call about their trip the day before their scheduled service.	Core	Compliant. RideCo's system provides IVR notifications and trip reminders.
4.c-12	The system contacts the customer the day of their service trip with a service reminder when the vehicle is fifteen (15) minutes away from arrival.	Core	Compliant. Passengers will receive notifications at an interval of the DRO's choosing. The final notification prior to pick-up, indicating the precise ETA of the vehicle, will be issued once the passenger's trip is locked into the driver's manifest.

5 Reporting

a. General Reporting

ID	General Reporting Specifications	Feature	Response
5.a-1	The system includes a reporting module that meets all National Transit Database and Federal Transit Administration reporting requirements and allows for the quick analysis of performance and service metrics such as: 1. Overall system report 2. Service hours and miles (revenue and non-revenue) 3. Deadhead hours and miles 4. No-Shows/Cancellations 5. Ridership and passenger hours 6. Client Management (e.g., new clients, suspended clients, etc.) 7. On-time performance 8. Trips and Trip origins and destinations 9. Billing and Invoicing 10. Taxi and Brokered services report 11. System Performance Monitoring 12. National Transit Database (NTD) 13. The standard North Carolina reporting package, including operating statistics, origin destination data, and vehicle utilization.	Core	Compliant. RideCo offers thorough reporting including all requirements set by the NTD and FTA as well as all reporting specifications defined in 5.a-1. Reports are sent on a cadence preferred by the agency. Please refer to Section o – Supporting Material - Proposed Software Solution – Data Insights.
5.a-2	The system supports reporting analyses through ad hoc report generation. The system includes at least the following: 1. A display of the number of passengers per vehicle for a user-specified time interval 2. The number of cancellations, no-shows and late pick ups for a given rider for a user-specified data range 3. A query of trips by vehicle ID, rider ID, rider name, location name, zone, city, type of trip (e.g., ambulatory, subscription, canceled), travel duration, travel time interval, etc.	Core	Compliant. RideCo's Operation Center and Data Insights offer the ability to perform ad-hoc analyses based on these specifications. Additional reporting can be set up with the assistance of RideCo's dedicated project team.
5.a-3	The system runs reports based on service type (e.g. Demand response or Shuttle Van) and service days (weekday, Saturday, or Sunday) is required.	Core	Compliant. Daily reports are generated and distributed, which include extensive KPIs based on service type and by day of the week.
5.a-4	The Reporting System first presents data in a summary format and then allows the DRO staff to drill-down and drill-through the tables for further details. Any graphical illustrations are provided as necessary.	Core	Compliant. RideCo canned reports and data dashboards include summary pages with subsequent tables/pages to provide further details.
5.a-5	The system runs custom reports using any of the data elements included in the database. Custom reports are intuitive and require minimal user configuration.	Core	Compliant. Custom reports can be configured with the assistance of RideCo's dedicated project team. This ensures all reports are accurate and metrics displayed accurately reflect the information required by the DRO.

5.a-6	The system provides the DROs and the State with access to both aggregated and non-aggregated raw data for research and reporting.	Core	Compliant. RideCo offers aggregated reporting and non-aggregated exports.
5.a-7	The system allows users to generate and save ad hoc reports easily.	Core	Compliant. RideCo offers data exports that can be called on an ad hoc basis
5.a-8	The system allows reports to be viewed on screen, sent to a printer or saved to a file.	Core	Compliant. All report files are provided in CSV format or equivalent.
5.a-9	The Reporting System allows report files to be exportable as pdf, Word, Excel, and GIS data formats. Origin and destination reports shall export location addresses as well as geocoded coordinates.	Core	Compliant. All report files are provided in CSV and Excel formats or equivalent for convenient reformatting into other file formats including pdf, Word, and GIS data formats. All exports with location addresses include geocoded coordinates.
5.a-10	The Vendor provides the DROs with a list of available reports, sample of detail reports and degree to which the reports can be customized.	Core	Compliant. A full list of available reports and sample reports for each will be provided to the DROs prior to implementation
5.a-11	The Reporting System provides standard reports based on stored data. The DROs prefer the standard reports provide at least the following features: 1. Log on/ Log off Summary 2. Trips Provided 3. Non-Revenue vehicle hours 4. Passenger travel time by run, trip and user group 5. Cancellations 6. No-shows 7. Vehicle hours/miles 8. Driver??? attributes (DL endorsement, expiration, certification)	Core	Compliant. All requested information is available through RideCo's Operations Center and through reporting. Any additional reporting requirements can be configured with the help of RideCo's dedicated project team.
5.a-12	The Reporting System accesses the database to allow technical staff to generate, create and save ad hoc reports.	Core	RideCo's export library is available via API to call upon to create and store ad hoc reports.

b. Performance Monitoring and Analytics

ID	Performance Monitoring and Analytics Specifications	Feature	Response
5.b-1	The Vendor creates canned reports that can be run, viewed, and downloaded by the DROs using a Vendor-provided Reporting System.	Core	Compliant. RideCo's canned reports are delivered via email on a cadence desired by the agency.
5.b-2	The system generates reports without manual data entry by the Vendor wherever possible.	Core	Compliant. RideCo's canned reports are delivered via email on a cadence desired by the agency.
5.b-3	The reports include tables and graphical charts showing the current and historical performance of each device or feature of the system under measurement where applicable.	Core	Compliant. Where applicable, reports and data dashboards include tables and graphical charts.
5.b-4	The reports include a calculation of any credits to be assessed in the current month based on current and prior performance.	Core	Compliant. RideCo's reporting includes credit calculations.
5.b-5	The Vendor commences performance reporting during Pilot Testing and continues to perform this activity throughout the operations agreements.	Core	Compliant. Performance reporting begins during the Pilot phase and will be performed throughout the operation

			agreements.
5.b-6	The system provides data and reports in a consistent format (e.g., CSV or equivalent spreadsheet format) and structure to support status reporting for active projects/contracts across participating DROs.	Core	Compliant. All report files and exports are provided in CSV format or equivalent.

6. Implementation

a. System Design Reviews

ID	System Design Reviews Specifications	Feature	Response
6.a-1	The Vendor prepares a comprehensive System Design/Configuration set of documents (SDD) describing the functionality, user interfaces, network and system interfaces, and other elements to fully describe the system.	Core	RideCo complies with this requirement. Please refer to VRAR Section 2.2 – (Proposal Section e) for more details.
6.a-2	The SDD includes at a minimum: 1. System overview, architecture, and configuration information 2. All onboard and system software and functionality 3. All system interfaces, including data communications and interfaces with other systems 4. All system configurations for all of the participating DROs 5. Performance measures and overall testing and acceptance process	Core	RideCo complies with this requirement. Please refer to VRAR Section 2.3 – (Proposal Section e) for more details.
6.a-3	The Vendor presents the design documents and related information in initial implementation meetings. The Vendor facilitates a general demonstration of the system identifying each application or module provided under this Contract. The Vendor clearly articulates to the DROs the decisions required to configure the system or design elements of the system.	Core	RideCo complies with this requirement. Each implementation module of the Project Plan is broken into sections that show examples and capture key configuration decisions associated with the respective module. Demonstration of the application and individual module are included.
6.a-4	Design review meetings will be held at DRO offices or using approved video conferencing tools and will include an overall System Design Review meeting, followed by detailed reviews for each application or module provided by the Vendor. This includes: 1. Client Management 2. Reservations and Scheduling 3. Dispatching and operations 4. Fare payment 5. Customer applications (e.g., mobile app, phone, website) 6. On-demand services 7. Reporting 8. Integrations 9. Hardware (e.g., mobile data terminal (MDT) or tablets) 10. System support and maintenance	Core	RideCo complies with this requirement. The Project Plan generally follows the modules shown in 6.a-4. Modules may vary slightly depending on the use case and system requirements specific to each DRO.
6.a-5	The Vendor conducts interactive workshops using demonstration equipment to “walk through” system operation and develop the screens for all user interfaces.	Core	RideCo complies with this requirement. Weekly status calls may include additional workshops or reviews of specific modules including demonstrations and samples from other comparable client implementations.

6.a-6	The Vendor conducts interactive workshops to demonstrate the system operation's final design, including final screens for user interfaces and customer facing applications.	Core	RideCo complies with this requirement. Initial phase of the implementation process will include digital mock-ups using actual branded assets for initial approval and then advance to reviews of live assets for testing and approval prior to launch. This is integrated into the User Acceptance process.
6.a-7	If preferred by the DRO, the Vendor conducts a series of design meetings with the DROs throughout the project implementation rather than conduct the initial implementation meetings. If this is the preferred method, the Vendor must clearly describe the alternative process in the proposal.	Core	RideCo complies with this requirement. Design meetings are incorporated into the weekly meetings throughout the implementation process and if desired by a DRO(s) this can be modified to achieve the preferred method.

b. Testing

ID	Testing Specifications	Feature	Response
6.b-1	The Vendor provides all labor and materials required for system testing, including but not limited to multiple phone types and sizes across iOS and Android platforms, funding sources, and all support services and facilities required to test the system.	Core	RideCo complies with this requirement.
6.b-2	The Vendor prepares and submits a comprehensive testing plan for review and approval by the DROs.	Core	RideCo complies with this requirement. RideCo has extensive testing documentation.
6.b-3	The Vendor documents all tests. The DOR and the Vendor will monitor and sign off to indicate completion of the tests.	Core	RideCo complies with this requirement. RideCo uses a standard testing sign-off document to ensure all parties sign off on requirements.
6.b-4	The Vendor provides a comprehensive set of test use cases and testing scripts for the DROs to use to test the system. Testing includes: 1. All features and functions provided under this Contract, configured for the Agencies as determined during design review 2. Testing setup/pre-conditions, step by step instructions to complete the test and expected results for each test 3. Test success/acceptance criteria The Vendor generates sufficient data to thoroughly test the reports provided under this Contract for reporting testing.	Core	RideCo complies with this requirement. RideCo has extensive testing and test training and does this with all of its customers.
6.b-5	The Vendor provides the testing use cases to the DROs no later than two (2) weeks prior to the start of testing for review and approval.	Core	RideCo complies with this requirement.
6.b-6	The Vendor corrects any and all software not passing inspection or testing and retests it at no additional cost to the DRO.	Core	RideCo complies with this requirement.
6.b-7	The DRO may, at its discretion, assign a DRO representative to witness and or/audit all testing.	Core	RideCo complies with this requirement.

6.b-8	Prior to the start of any formal testing, the Vendor conducts a "dry-run" review and testing of software components to identify and resolve any issues that arise.	Core	RideCo complies with this requirement.
6.b-9	The Vendor provides a test environment for the system to fully test all features and functions provided under this Contract. The testing environment will be separate from the development and production environments.	Core	RideCo complies with this requirement.
6.b-10	The Vendor facilitates and leads three (3) stages of testing: 1. Functional Testing 2. Pilot Testing or Public Beta Testing 3. System Acceptance Testing (SAT)	Core	RideCo complies with this requirement. RideCo's functional testing occurs as part of the project implementation early phases. Pilot testing occurs on site with a soft launch with the DRO. And final acceptance testing is completed prior to full launch on site with the DRO.
6.b-11	Successful completion of each of the three (3) testing stages will be subject to the approval of the DROs based on the test criteria mentioned in specification 6.2-10.	Core	RideCo complies with this requirement. RideCo works closely with the DRO to advance the system through the testing stages and completion of all testing sequences.
6.b-12	Functional Testing includes comprehensive testing of the system as configured for the DROs. Testing is conducted on all components provided under this Contract. The Vendor completes functional tests for the application which demonstrate and verify all functions provided as part of this Contract, including the review and usability testing of all user-accessible screens and commands.	Core	RideCo complies with this requirement.
6.b-13	After Functional Testing is successfully completed, Vendor provides a Functional Testing report to the DROs for review and approval before the Vendor proceeds to the next stage of testing.	Core	RideCo complies with this requirement.
6.b-14	For DROs conducting optional Public Beta Testing, the Vendor facilitates Public Beta Testing of the Mobile App and supports all public beta testers including, but not limited to: 1. Recruiting public beta testers 2. Support beta testers through the testing phase 3. Summary of issues identified by beta testers 4. Readiness report for Go-Live	Core	RideCo complies with this requirement. RideCo will coordinate the Beta Testing and work with the DROs through the 4 stages outlined.
6.b-15	The Vendor provides a minimum of one (1) week onsite support during public launch.	Core	RideCo complies with this requirement. The Customer Success Manager is onsite for the week of the public launch. Additional resources may be onsite at the vendors discretion during the launch week.
6.b-16	SAT begins after full public launch of the complete solution for all system components and will continue for 45 days.	Core	RideCo complies with this requirement.
6.b-17	SAT is performed in the production environment with all features and functions provided under this Contract.	Core	RideCo complies with this requirement.

6.b-18	The Vendor supports all elements of SAT, including, but not limited to, system maintenance, reporting, and customer support.	Core	RideCo complies with this requirement.
6.b-19	If the applicable performance requirements defined in agreed SLA are not attained during the 45-day period, the SAT is extended a minimum of 90-days to allow for three consecutive 30-day periods in which the requirements are met.	Core	RideCo complies with this requirement.
6.b-20	The Vendor identifies and implements remedial action at no cost to the DRO if an applicable system component fails to conform to specifications or performance requirements during SAT.	Core	RideCo complies with this requirement.
6.b-21	During SAT, the DRO and the Vendor meet no less than two (2) times per week to discuss progress, issues, and results. The Vendor provides formal reports on system performance at the end of the 45-day period.	Core	RideCo complies with this requirement.
6.b-22	The Vendor provides all testing data, reports, and other testing information to the DROs for review and approval within 10 days following the Completion of SAT.	Core	RideCo complies with this requirement. The RideCo Operations Center is an extremely powerful data engine that supplies all reports and data to the DRO.
6.b-23	The Vendor is responsible for all system operation and maintenance until the DROs issue approval of SAT.	Core	RideCo complies with this requirement.

c. Training and Manuals

ID	Training and Manuals Specifications	Feature	Response
6.c-1	The Vendor offers comprehensive onsite training to the DROs' staff on all provided hardware and software. Digital copies of user manuals, training materials, and all other system documentation will be made available to the DROs.	Core	RideCo complies with this requirement. RideCo provides in-person, virtual and online on-demand transit training. Training materials and documentation are shared and updated throughout the contract at no additional cost. Please refer to Section o – Supporting Material - Training for more details.
6.c-2	The Vendor provides all training materials in either Microsoft Office or Adobe PDF and shall provide permission to the DROs to reproduce copies as needed.	Core	RideCo complies with this requirement. In addition, the use of RideCo Universities Online learning portal will be available to the DROs. Please refer to Section o – Supporting Material - Training for more details.
6.c-3	The Vendor keeps all training materials current based on current modifications and releases. The date and version shall be tracked on all training materials.	Core	All training materials are current and based on current modifications and releases. The date and version will be tracked on all training materials.

6.c-3	The Vendor provides training courses for at least the following positions: 1. Scheduler 2. Dispatcher 3. Administrative Staff 4. DRO Training Instructors (Train the Trainer) 5. DROs 6. Customer Service Representatives 7. Transportation Supervisors and Managers 8. System Administrator/System Engineer (IT Staff) 9. Database Administrator (IT Staff)	Core	RideCo complies with this requirement. Please refer to Section o – Supporting Material - Training for more details.
6.c-4	The DROs will provide employee list and number of staff attending above training sessions during Training Plan review.	Core	RideCo complies with this requirement. Please refer to Section o – Supporting Material - Training for more details..
6.c-5	The Vendor conducts training prior to Pilot Testing for the selected employees participating in Pilot Testing. All DROs must be trained before SAT.	Core	RideCo complies with this requirement. Please refer to (Section o) – Training for more details.
6.c-6	The Vendor provides additional training and updated training materials to the DROs prior to SAT at no additional cost under the following circumstances: 1. If major modifications are made to the system after the initial training due to system upgrades or changes made under warranty or 2. If SAT occurs at least six (6) months after the completion of training, due to delays for which the Vendor is responsible.	Core	RideCo complies with this requirement. Please refer to Section o – Supporting Material - Training for more details.
6.c-7	During the System Maintenance Agreement (SMA) period, the Vendor provides additional training to DRO staff at no additional cost. Additional training may include pre-recorded sessions, however, live support from the Vendor is provided to answer any follow up questions from trainees.	Core	RideCo complies with this requirement. Major releases or new features are fully documented with information provided prior to release to the client.
6.c-8	The Vendor provides an online-based training module (on-demand version) that is built into the base system and allows for future training of the DROs.	Core	RideCo complies with this requirement. Please refer to Section o – Supporting Material - Training for more details.
6.c-9	The Vendor provides a Training Plan, including objectives, schedule, and course outline to the DROs for review at least four (4) weeks in advance of the start of training. The Training Plan shall include: 1. Total number of onsite training session(s) proposed 2. Total number of web-based training session(s) proposed 3. List of training course(s) 4. Number of classes per course 5. Maximum number of attendees per class 6. Preferred day and duration of sessions	Core	RideCo complies with this requirement. Please refer to Section o – Supporting Material - Training for more details.

6.c-10	The Training Plan shall be approved by the DROs prior to the start of any trainings.	Core	RideCo complies with this requirement.
6.c-11	The Vendor furnishes all tools, equipment, and training aids to conduct training courses during the training course.	Core	RideCo complies with this requirement. The DROs will be responsible for supplying the tablets and computers for onsite training. These tablets and computers will be used for the service soft launch and launch/go live.
6.c-12	The Vendor provides an instructor with a thorough knowledge and understanding of the system. In addition, the instructor has a familiarity within transit and will effectively leads students in a classroom setting.	Core	RideCo complies with this requirement. An instructor oversees online training as well as classroom training. Field training is also provided by the instructor for the use of the app by drivers.

7. Ongoing System Operations and Maintenance

a. System Maintenance Agreement (SMA)

ID	System Maintenance Agreement (SMA) Specifications	Feature	Response
7.a-1	Provide a SMA that covers the operations and maintenance of the system for a period of two (2) years plus three (3) one- (1-) year options for a total of five (5) years.	Core	Compliant. Bug fixes and upgrades occur silently in the background, without users noticing. We provide the agency with prior notice of all bug fixes and system/software maintenance or outages, and our customer support team is available to answer any questions the agency has regarding these updates. Operations remain unaffected during updates, and RideCo undertakes all product maintenance.
7.a-2	During the SMA, the Vendor retains responsibility for the operations and maintenance of the services, applications and any hardware provided .	Core	RideCo complies with this requirement. Operations remain unaffected for our customers while bug fixes and upgrades occur silently in the background, without users noticing. We provide the agency with prior notice of all bug fixes and system/software maintenance or outages, and our customer support team is available to answer any questions the agency has regarding these updates.
7.a-3	The Vendor provides comprehensive testing during the SMA for any significant changes to the system. The determination of the significance of the change will be collaboratively determined between the Vendor and the DROs' representatives.	Core	Compliant. Bug fixes and upgrades occur silently in the background, without users noticing. We provide the agency with prior notice of all bug fixes and system/software maintenance or outages, and our customer support team is available to answer any questions the agency has regarding these updates.
7.a-4	The Vendor provides at least five (5) business days' notice to the DROs before deploying system updates to Production, except when critical updates require immediate action.	Core	RideCo complies with this requirement. Our cloud-based SaaS solution is continuously updated monthly in the background with zero downtime and without users noticing.
7.a-5	The Vendor ensures the system is up to date with OS level security updates and patches.	Core	RideCo complies with this requirement. Please refer to Section o – Supporting

			Material - Training for more details.
7.a-6	The Vendor implements Change Management Processes for software and application releases.	Core	RideCo complies with this requirement. Please refer to Section o – Supporting Material - Training for more details.
7.a-7	The Vendor provides maintenance support when new OS versions are released and deployed to the system.	Core	Compliant. Bug fixes and upgrades occur silently in the background, without users noticing. We provide the agency with prior notice of all bug fixes and system/software maintenance or outages, and our customer support team is available to answer any questions the agency has regarding these updates. Please refer to Technical Support and On-Going Maintenance in Section n - Vendor's License, Maintenance, and Service Level Agreements for more details.
7.a-8	The Vendor releases new versions of the Mobile Apps, including obtaining approval through app store deployment processes.	Core	RideCo complies with this requirement. Please refer to Section o – Supporting Material - Training for more details.
7.a-9	The Vendor maintains the app store pages and metadata for the Mobile Apps and configuring the application for free downloadable.	Core	RideCo complies with this requirement. Please refer to Section o – Supporting Material - Training for more details.
7.a-10	The Vendor monitors the System for security threats and vulnerabilities and notifies the DROs immediately in the event of a suspected breach of the System for DROs, rider(s), or identified fraudulent use.	Core	RideCo's multi-tenant cloud platform is continuously updated monthly at no additional cost during the period of the contract so that our customers always have the latest version of the software. Updates and bug fixes to the software are provided free of charge throughout the life of the contract. Please refer to Section o – Supporting Material - Training for more details.
7.a-11	The Vendor provides a phone number and e-mail account for the reporting of software defects or malfunctions, and system outages, 24-hours a day, 7-days a week.	Core	RideCo complies with this requirement.
7.a-12	During the SMA, the Vendor responds to reports of system outages within 15-minutes of notification, 24-hours a day, 7-days a week. A fully qualified service representative arrives onsite within 24-hours after being contacted by the DROs if it is determined that a physical presence is needed to resolve the identified issue.	Core	RideCo complies with this requirement.
7.a-13	During the SMA, the Vendor responds to a report of any software defect or malfunction within two (2) hours of notification. A fully qualified service representative arrives onsite within 24-hours after being contacted by the DROs if it is determined that a physical presence is needed to resolve the identified issue.	Core	RideCo's multi-tenant cloud platform is continuously updated monthly at no additional cost during the period of the contract so that our customers always have the latest version of the software. Updates and bug fixes to the software are provided free of charge throughout the life of the contract. Bug fixes and upgrades occur silently in the background, without users noticing. We provide the agency with prior notice

			of all bug fixes and system/software maintenance or outages, and our customer support team is available to answer any questions the agency has regarding these updates.
7.a-14	The Vendor attempts to fix software problems impacting revenue collection within three (3) hours of being reported.	Core	RideCo complies with this requirement.
7.a-15	If the software problem impacts revenue collection, and the repair will take longer than three (3) hours, the Vendor reports the cause of the problem as soon as it becomes evident and provides status reports at least every four (4) hours thereafter, until the problem is corrected, or a workaround is established.	Core	RideCo complies with this requirement.
7.a-16	The Vendor submits to the DROs, no less than monthly, a notification of planned modifications and updates to the system, upgrade schedules, and a calendar of key dates for system changes for the coming three (3) months and beyond.	Core	RideCo's solution is hosted in the cloud, and all modifications and updates are rigorously tested in a separate environment by our QA team and are only submitted to production after passing automated and manual review of code and real-world testing. RideCo's multi-tenant cloud platform is continuously updated monthly at no additional cost during the period of the contract so that our customers always have the latest version of the software. Updates and bug fixes to the software are provided free of charge throughout the life of the contract. Bug fixes and upgrades occur silently in the background, without users noticing. We provide the agency with prior notice of all bug fixes and system/software maintenance or outages, and our customer support team is available to answer any questions the agency has regarding these updates.

b. Service Level Agreement (SLA) and Key Performance Indicators (KPIs)

ID	Service Level Agreement (SLA) and Key Performance Indicators (KPIs) Specifications	Feature	Response
7.b-1	The system completes reports within five (5) minutes of initiating the generation or creation of a standard or ad-hoc report.	Core	RideCo offers several types of performance reports both on a scheduled basis and on-demand, tailored to the agency's requirements.
7.b-2	The maximum average response time for all dispatch functions averages less than twenty (20) seconds for up to twenty (20) active workstations using the hardware and software in the Specification.	Core	For RideCo's Standard Support SLAs, Please refer to Technical Support and On-Going Maintenance in Section n - Vendor's License, Maintenance, and Service Level Agreements.
7.b-3	The system supports each DRO's rider base within the service area without any appreciable degradation of overall system performance.	Core	RideCo complies with this requirement.
7.b-4	The system schedules a full day's trips in less than thirty (30) minutes.	Core	RideCo's product schedules a full day's trip continuously in real time and adjusts based on real-world scenarios such as vehicle breakdown or unanticipated rider volume (for example).
7.b.5	System accuracy is determined based on any incident where a device or backoffice-generated transaction is recorded incorrectly within the associated system.	Core	RideCo complies with these terms subject to clearly defined and mutually agreed upon incidents with the DRO.

c. Issue Resolution and Remedies

ID	Issue Resolution Team (IRT) Specifications	Feature	Response
7.c-1	The Vendor and the DRO will establish an Issue Resolution Team (IRT) for each participating DRO as part of the ongoing operations and maintenance. The IRT will be established prior to Pilot Testing/Public Beta Testing and evaluates the system and back-office issues throughout the term of the Contract.	Core	RideCo complies with this requirement. RideCo will work with DROs to establish satisfactory IRTs and procedures which are aligned with RideCo's Standard Support SLAs, which are provided in Technical Support and On-Going Maintenance in Section n - Vendor's License, Maintenance, and Service Level Agreements.
7.c-2	The intent of the IRT is to create a clear and consistent process to settle disputes based on the requirements and facilitate resolution for issues related to the Vendor-provided system. The IRT will use best judgment to collaboratively address scenarios where the requirements are silent or unclear. If the IRT cannot resolve a decision or dispute collaboratively, the DRO representative will make the final and binding decisions for any dispute that remains open by the IRT after a period of 10 business days.	Core	RideCo complies with this requirement. RideCo will work with DROs to establish satisfactory IRTs and procedures which are aligned with RideCo's Standard Support SLAs. Please refer to Technical Support and On-Going Maintenance in Section n - Vendor's License, Maintenance, and Service Level Agreements for more details.
7.c-3	The IRT shall evaluate failures and determine the severity and remedies assessed against the monthly SMA payment.	Core	RideCo complies with this requirement. RideCo will work with DROs to establish satisfactory IRTs and procedures around them aligned with RideCo's Standard Support SLAs.

			Please refer to Technical Support and On-Going Maintenance in Section n - Vendor's License, Maintenance, and Service Level Agreements for more details.

ID	Issue Resolution Team (IRT) Specifications	Feature	Response
7.c-4	At a minimum, critical failures shall include incidents that produce a major or substantial business impact or impact to normal operations, such as: 1. Non-trivial loss of revenue or expense 2. Significant negative customer experience 3. Limited or loss of access to a production application 4. System operation at a degraded level, such that normal business operations cannot be conducted. 5. Application or system experiencing continual or repeated issues	Core	RideCo is fully compliant and will work with the respective DRO's and their IRT to clearly define terms and KPIs.
7.c-5	A credit to the DRO's monthly subscription service payment will be assessed for a failure to meet any KPIs identified as having an associated credit.	Core	RideCo is fully compliant and will work with the respective DRO's and their IRT to clearly define terms and KPIs.
7.c-6	A failure will result in the percentage in the "Credit Assessed" column being applied to the full amount of the operations payment identified in the "Payment Impacted" column for the month of measurement.	Core	RideCo is fully compliant and will work with the respective DRO's and their IRT to clearly define terms and KPIs.
7.c-7	A failure to meet the same KPI for two (2) or more months in a row will constitute a persistent failure and result in a multiplier being applied to the credit percentage.	Core	RideCo is fully compliant and will work with the respective DRO's and their IRT to clearly define terms and KPIs.
7.c-8	The credit multiplier will increase by a factor of one for each month that a KPI is not met (e.g., if a KPI is not met two (2) months in a row, the credit will be doubled in the second month; if a KPI is not met three (3) months in a row, the credit will be tripled in the third month).	Core	RideCo is fully compliant and will work with the respective DRO's and their IRT to clearly define terms and KPIs.
7.c-9	Successfully meeting a KPI will end a persistent failure and reset the credit multiplier.	Core	RideCo is fully compliant and will work with the respective DRO's and their IRT to clearly define terms and KPIs.
7.c-10	The total credit applied to an SMA payment will be capped at 25% of the full amount of that payment in a calendar month. Credits will not be carried over from month to month.	Core	RideCo is fully compliant and will work with the respective DRO's and their IRT to clearly define terms and KPIs.
7.c-11	The Vendor reports on credits in the system performance reports and deducts credits directly from any invoices submitted to the DROs.	Core	RideCo is fully compliant and will work with the respective DRO's and their IRT to clearly define terms and KPIs.
7.c-12	System accuracy is determined based on any incident where a device or back office-generated transaction is recorded incorrectly within the associated system. See below the chart below for requirements and remedies for the devices.	Core	RideCo is fully compliant and will work with the respective DRO's and their IRT to clearly define terms and KPIs.

e) Security Vendor Readiness Assessment Report (VRAR)

Completed Security Vendor Readiness Assessment Report (VRAR) is on the following page.

ENTERPRISE SECURITY & RISK MANAGEMENT OFFICE (ESRMO)

Vendor Readiness Assessment Report (VRAR) for Solutions Not Hosted on State Infrastructure

Version 1.7

Executive Summary

The State of NC requires that all systems connected to the State Network or process State data, meet an acceptable level of security compliance. This includes those systems that operate outside of the States' direct control such as Cloud Services defined as Software as a Service (SaaS), Infrastructure as a Service (IaaS) or Platform as a Service (PaaS).

The State of NC has adopted the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 as the foundation for identifying and implementing information technology security controls. These controls are described in the State of NC Statewide Information Security Manual (SISM).

The following is a high-level view of specific security requirements that are needed to meet compliance. The control references (e.g., AC-2) refer to the specific NIST 800-53 control as listed in the SISM, which may be found at the following link: https://it.nc.gov/statewide-information-security-policies.

Note: There may be additional requirements depending on the sensitivity of the data and other Federal and State mandates, or agency specific requirements.

Table of Contents

List of Tables

1. Introduction

1.1. Purpose

This report and its underlying assessment are intended to enable State agencies to reach a state-ready decision for a specific system **not hosted** on the State of NC's infrastructure that is based on organizational processes and the security capabilities of the Moderate/Low-impact information system.

1.2. Outcomes

Submission of this report by the Vendor **<u>does not guarantee</u>** a state-ready designation, nor does it guarantee that the State will procure services from the vendor.

1.3. State Approach and Use of This Document

The VRAR identifies clear and objective security capability requirements, where possible, while also allowing for the presentation of more subjective information. The clear and objective requirements enable the vendor to concisely identify whether an application or vendor is achieving the most important State Moderate or Low baseline requirements. The combination of objective requirements and subjective information enables State to render a readiness decision based on a more complete understanding of the vendor's security capabilities.

Section 4, Capability Readiness, is organized into three sections:

- **Section 3.1, State Mandates**, identifies a small set of the state mandates a vendor must satisfy. State **will not** waive any of these requirements.
- **Section 3.2, State Requirements**, identifies an excerpt of the most compelling requirements from the National Institute of Science and Technology (NIST) Special Publication (SP) 800 document series and State guidance. A VENDOR is unlikely to achieve approval if any of these requirements are not met.
- **Section 3.3, Additional Capability Information**, identifies additional information that is not tied to specific requirements, yet has typically reflected strongly on a VENDOR's ability to achieve approval.

2. VENDOR System Information

Provide and validate the information below. For example, if the deployment model is Government only, ensure there are no non-Government customers. The VRAR template is intended for systems categorized at the Moderate or Low security impact level, in accordance with the FIPS Publication 199 Security Categorization.

Table 2-1. System Information

VENDOR Name: **RideCo U.S. Inc.** Solution/System Name: **RideCo Partner App, RideCo Passenger App, RideCo Operations Center, RideCo Platform** Service Model: **SaaS** FIPS PUB 199 System Security Level: **NIST 800-53 (Tier 2+)** Fully Operational as of: **April 2015** Number of Customers (State/Others): **49** Deployment Model: **Publicly Available AWS Private Cloud** System Functionality: **Automated booking, scheduling, and dispatching software for microtransit and paratransit. Includes record management services.**

2.1. Relationship to Other Vendors or CSPs

*If this system resides in another VENDOR's environment or inherits security capabilities, please provide the relevant details in Tables 2-2 and 2-3 below. **Please note**, the leveraged system itself must be State Authorized. For example, a large VENDOR may have a commercial service offering and a separate service offering with a State Authorization. Only the service offering with the State Authorization may be leveraged.*

IMPORTANT: If there is a leveraged system, be sure to note below every capability that partially or fully leverages the underlying system. When doing so, indicate the capability is fully inherited or describe both the inherited and non-inherited aspects of the capability.

Table 2-2. Leveraged Systems

#	Question	Yes	No	N/A	If Yes, please describe.
1	Is this system leveraging an underlying provider?	☒	☐		**AWS, see system diagram.** Salesforce, Zendesk, Tableau, Braintree, Twilio, OneSignal, Google

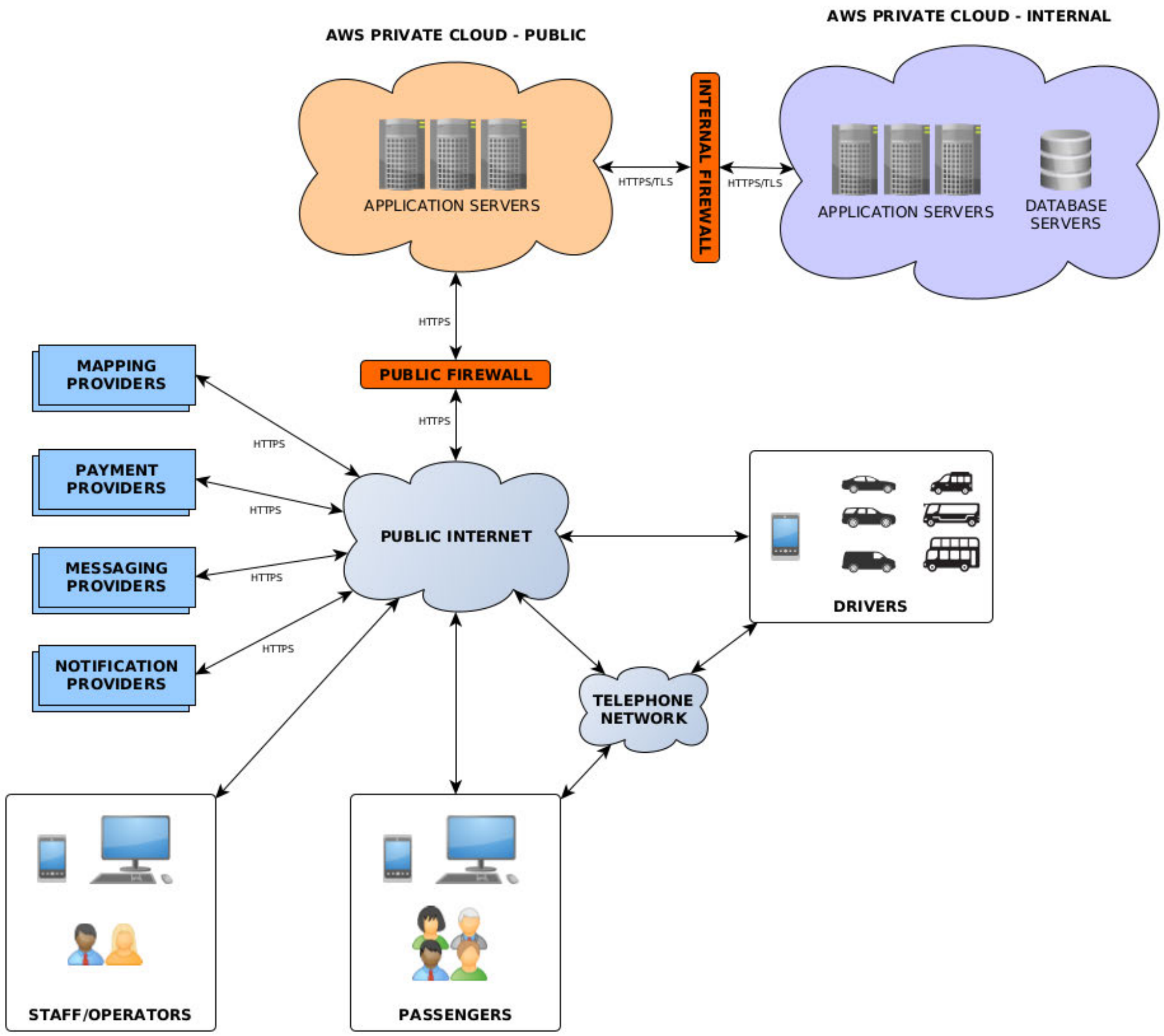
*List all **services** leveraged. The system from which the service is leveraged must be listed in Table 2-2 above.*

Table 2-3. Leveraged Services

#	Service	Service Capability	System
1	**AWS**	**Hosting provider for RideCo's product, including firewalls, VPCs, compute nodes, and databases.**	**Firewall, VPC, EC2, RDS, S3, DynamoDB**
2	**Salesforce**	**Hosting provider for client record management and retention**	**Lightning force**
3	**Zendesk**	**Hosting service for customer support**	**Zendesk for service**

4	Tableau	Hosting service for display and management of KPI data	Tableau Dashboards
5	Braintree (PayPal)	Payment management system	Braintree
6	Twilio	SMS and IVR notifications	Twilio
7	OneSignal	In-app and push notifications	OneSignal
8	Google	Map and places data	Google Maps

2.2. Data Flow Diagrams



- **Mapping Providers:** Third party services that provide mapping, geo-spatial, and traffic data. E.g., Google Maps.
- **Payment Providers:** Third party services that handle payment processing and PCI compliance. RideCo does not store credit card information. E.g., Braintree, Stripe.
- **Messaging Providers:** Third party services that provide messaging like SMS and phone calls. E.g., Twilio.
- **Notification Providers:** Third party services that provide alerts and real time notifications for incident responses. E.g., PagerDuty.
- **Public Internet:** The public internet from which all traffic to the RideCo system originates.

- **Telephone Network:** The network that mobile phones operate on (4G LTE, 5G, etc.). Calls are placed between drivers and passengers securely such that personal phone numbers are not exposed.
- **Public Firewall:** Restricts traffic that may access the public RideCo network from the public internet to the specific ports and hosts that are allowed to.
- **Internal Firewall:** Restricts traffic that may access the internal RideCo network from the public RideCo network to the specific ports and hosts that are allowed to.
- **Certificate Management:** Provided by AWS Certificate Manager (ACM) utilizing 2048-bit key sizes hashed with SHA-256.
- **Application Servers:** The servers that make up the RideCo system.
- **Database Servers:** The database servers that store the data for the RideCo system.
- **Passengers:** Customers and riders that can book and take rides from the RideCo system.
- **Drivers:** Drivers that service rides in the RideCo system.
- **Operators:** Operators can access various dashboards to manage and monitor their transportation service that is running on the RideCo system.

2.3. Separation Measures [AC-4, SC-2, SC-7]

Assess and describe the strength of the physical and/or logical separation measures in place to provide segmentation and isolation of tenants, administration, and operations; addressing user-to-system; admin-to-system; and system-to-system relationships.

The Vendor must base the assessment of separation measures on very strong evidence, such as the review of any existing penetration testing results, or an expert review of the products, architecture, and configurations involved. The Vendor must describe how the methods used to verify the strength of separation measures.

2.4. System Interconnections

Table 2-4. System Interconnections

#	Question	Yes	No	If Yes, please describe.
1	Does the system connect to the Internet?	☒	☐	RideCo's product is internet based.
2	Does the system connect to a corporate or state infrastructure/network?	☒	☐	RideCo maintains an access-controlled VPN connection to AWS for the purposes of log management, alerting, reporting, and SIEM.
3	Does the system connect to external systems?	☐	☒	The RideCo product is internet based and connects to other external systems for various services like messaging, mapping, etc.

3. Capability Readiness

3.1. State Mandates

This section identifies State requirements applicable to all State approved systems. All requirements in this section must be met. Some of these topics are also covered in greater detail in Section 3.2, *State Requirements,* below.

Only answer "Yes" if the requirement is fully and strictly met. The Vendor must answer "No" if an alternative implementation is in place.

Table 3-1. State Mandates

#	Compliance Topic	Fully Compliant?	
		Yes	No
1	Data at Rest, Authentication: Are FIPS 140-2/-3 Validated or National Security Agency (NSA)-Approved cryptographic modules only used where cryptography is required?	☒	☐
2	Transmission, Remote Access: Are FIPS 140-2/-3 Validated or National Security Agency (NSA)-Approved cryptographic modules consistently used where cryptography is required?	☒	☐
3	Can the VENDOR'S solution integrate with the State's NCID solution?	☒	☐
4	Does the VENDOR utilize security boundary/threat protection devices to protect the network, system, application…e.g., firewalls intrusion detection/ prevention systems, end point protection etc.? [SC-7] [SI-3/SI-4]	☒	☐
5	Does the VENDOR have the ability to consistently remediate High risk vulnerabilities within 30 days and Medium risk vulnerabilities within 60 days? [SI-2]	☒	☐
6	Does the VENDOR and system meet Federal Records Management Requirements, including the ability to support record holds, National Archives and Records Administration (NARA) requirements, and Freedom of Information Act (FOIA) requirements?	☒	☐
7	Does the VENDOR store, process or transmit **State data** only in the continental US and is that data backed up in only US locations?	☒	☐
8	Does the VENDOR have a process to securely dispose of State data from its systems upon request that is in accordance with the National Institute for Standards and Technology (NIST) Special Publication 800-88 revision 1 **and** will provide to the State a certificate of data destruction? [MP-6]	☒	☐
9	All operating systems (OS) AND major application software components (e.g., Microsoft SQL, Apache Tomcat, Oracle Weblogic, etc.), must NOT be past N-1. Applications which are not operating on the most recent platform MUST have a roadmap to upgrade with a State approved timeline. Does the application support the N-1 requirement?	☒	☐
10	Does the vendor have a current 3rd party attestation certification **and** is it regularly renewed? The State requires an independent 3rd party attestation (e.g., FedRAMP, SOC 2 Type 2, ISO 27001, or HITRUST) ***prior to*** contract award for systems containing Restricted/Highly Restricted data. ***Note:*** *SaaS vendors cannot use IaaS/PaaS certification unless the application is explicitly covered as part of the IaaS/PaaS assessments.* [CA-7, RA-3, SA-9]	☒	☐

11	Does the VENDOR's staff have appropriate background checks for unprivileged and privileged access and accounts according to Federal and/or State designation procedures for those systems that require it? [AC-2, PS-3]	☒	☐

3.2. State Requirements

This section identifies additional State Readiness requirements. All requirements in this section must be met; however, alternative implementations and non-applicability justifications may be considered on a limited basis.

3.2.1. Data at Rest and Authentication [SC-13]

The Vendor must ensure FIPS 140-2, or 140-3 where available, Validated or NSA-Approved algorithms are used for all encryption modules. FIPS 140-2 Compliant is not sufficient. The Vendor may add rows to the table if appropriate but must not remove the original rows. The Vendor must identify all non-compliant cryptographic modules in use.

Table 3-2a. Data at Rest & Authentication

	Cryptographic Module Type	FIPS 140-2 Validated?		NSA Approved?		Describe Any Alternative Implementations (if applicable)	Describe Missing Elements or N/A Justification
		Yes	No	Yes	No		
1	Data at Rest [SC-28]	☒	☐	☒	☐		
2	Authentication [IA-5, IA-7]	☒	☐	☒	☐		

3.2.2. Transport Layer Security [NIST SP 800-52, Revision 2]

The Vendor must ensure FIPS 140-2, or 140-3 where available, Validated or NSA-Approved algorithms are used for all encryption modules relating to block ciphers, digital signatures and hash functions. Full FIPS mode is not required unless other regulatory requirements must be met. The Vendor may add rows to the table if appropriate but must not remove the original rows. The Vendor must identify all non-compliant cryptographic modules in use.

Table 3-2b. Transport Encryption

	Cryptographic Module Type	FIPS 140-2 Validated?		NSA Approved?		Describe Any Alternative Implementations (if applicable)	Describe Missing Elements or N/A Justification
		Yes	No	Yes	No		
1	Transmission [SC-8 (1), SC-12, SC-12 (2, 3)]	☐	☒	☒	☐		TLS 1.2 is in use with 2048-bit keys for secure transmission of data but not FIPS validated at present.
2	Remote Access [AC-17 (2)]	☐	☒	☒	☐		TLS 1.2 is in use with 2048-bit keys for secure transmission of data but not FIPS validated at present.

The Vendor must identify all protocols in use. The Vendor may add rows to the table if appropriate, but must not remove the original rows.

Table 3-3. Transport Protocol

#	The Cryptographic Module Type	Protocol In Use?		If "yes," please describe use for both internal and external communications
		Yes	No	
1	SSL (Non-Compliant)	☐	☒	
2	TLS 1.0 (Non-Compliant)	☐	☒	
3	TLS 1.1 (Non-Compliant)	☐	☒	
4	TLS 1.2 (Compliant)	☒	☐	Used to encrypt data in transit to and from RideCo's public/private cloud.
5	TLS 1.3 (Compliant)	☒	☐	RideCo may use TLS 1.3 to encrypt data in transit to and from RideCo's public/private cloud.

3.2.3. Identification and Authentication, Authorization, and Access Control

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-4. Identification and Authentication, Authorization, and Access Control

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the system uniquely identify and authorize organizational users (or processes acting on behalf of organizational users) in a manner that cannot be repudiated, and which sufficiently reduces the risk of impersonation? [IA-2, IA-4]	☒	☐	RideCo's identity management includes the use of a company directory with Role-Based security groups defined and validated using RADIUS. Additional monitoring, logging, and alerting provide visibility to changes and exceptions within the system. The directory and permissions are evaluated continually and by routine at least weekly. Security groups define allow-lists to individual systems at the exclusion of all other parties. Security groups are defined and re-evaluated based on the principle of least privilege.
2	Does the system require multi-factor authentication (MFA) for administrative accounts and functions? [IA-2, IA-2 (1), IA-2 (2)]	☒	☐	RideCo requires the use of 2FA/MFA in every service that supports it.
3	Is role-based access used, managed, and monitored? [IA-4, IA-5]	☒	☐	Please see 3.2.3 Table 3-4 #1
4	Does the system restrict non-authorized personnel's access to resources? [AC-6, AC-6 (1), AC-6 (2)]	☒	☐	Please see 3.2.3 Table 3-4 #1
5	Does the system restrict non-privileged users from performing privileged function? [AC-6, AC-6 (1), AC-6 (2), AC-6 (10)]	☒	☐	Please see 3.2.3 Table 3-4 #1

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
6	Does the system ensure secure separation of customer data? [SC-4]	☒	☐	Client data is logically segmented by tenant and access is controlled by role-based permissions within each tenant. RideCo's privacy and security standards with respect to protecting personal information on the cloud are multifaceted and are regularly updated to meet transit agency or city/state level specific requirements. All data generated by RideCo's platform is stored on Amazon Web Services (AWS). AWS is fully compliant with federal, provincial, and local laws and regulations regarding global data protection standards – including ISO/EEC 27002 for Privacy Information Management Requirements and Guidelines. All data at rest is encrypted in our database using the industry standard AES-256 encryption algorithm. When in transit, data is encrypted over HTTPS using 2048-bit TLS certificates.
7	Does the system ensure secure separation of customer processing environments? [SC-2]	☒	☐	Please see 3.2.3 Table 3-4 #6
8	Does the system restrict access of administrative personnel in a way that limits the capability of individuals to compromise the security of the information system? [AC-2]	☒	☐	RideCo utilizes RBAC and the principle of least privilege reviewed at least monthly through SIEM and manual inspection. All administrative actions are logged and reviewed for accuracy.
9	Does the remote access capability include VENDOR-defined and implemented usage restrictions, configuration guidance, and authorization procedure? [AC-17]	☒	☐	RideCo's environment may be tailored to several client specifications and will be actively monitored and attended to by our Customer Success staff.
10	How will the State's password policy be enforced? State requires minimum 14-character complex passwords (Upper, Lower, Special Character & Numerical) [IA-5]	☒	☐	The State's password policy will be enforced through arranged IdP/SP negotiations pre-launch and/or otherwise through customization of our platform based on policy described (ie: minimum 14-character complex passwords (Upper, Lower, Special Character & Numerical)).

3.2.4. Audit, Alerting, Malware, and Incident Response

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-5. Audit, Alerting, Malware, and Incident Response

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the system have the capability to detect, contain, and eradicate malicious software? [SI-3]	☒	☐	RideCo utilizes NGAV, MDR, SIEM and BCDR to progressively detect, identify, respond, recover, and communicate events surrounding malicious software as addressed in NIST 800-53.
2	Does the system store audit data in a tamper-resistant manner which meets chain of custody and any e-discovery requirements? [AU-4, AU-9]	☒	☐	All data generated on the RideCo platform is logged, monitored, and reported by relevant accounts based on principle of least privilege, RBAC, and continuous monitoring and review. Logs for crucial platforms are stored at least monthly and typically indefinitely. Noteworthy events identified during review are logged into a ticketing system indefinitely. Automated systems are employed to identify deviations from baselines and alert relevant security personnel in real time.
3	Does the VENDOR have the capability to detect unauthorized or malicious use of the system, including insider threat and external intrusions? [SI-4, SI-4 (4), SI-4 (5), SI-7, SI-7 (7)]	☒	☐	RideCo employs multiple layers of IDS, IPS, logging, monitoring, and altering through SIEM as well as established baselines to detect deviations within internal and external access to resources.
4	Does the VENDOR log and monitor access to the system? [SI-4]	☒	☐	Please see 3.2.4 Table 3-5 #2
5	Does the VENDOR have an Incident Response Plan and a fully developed Incident Response test plan? [IR-3, IR-8]	☒	☐	RideCo maintains, tests and revises Incident Response policies and procedures least annually. RideCo maintains NIST 800-53 certification to guide and adapt ongoing security considerations throughout the organization.
6	Does the VENDOR have a plan and capability to perform security code analysis and assess code for security flaws, as well as identify, track, and remediate security flaws? [SA-11]	☒	☐	RideCo utilizes code review processes, tools and technology for secure code analyses and tracks and remediates flaws and vulnerabilities through an internal ticketing process validated through our QA team, itself involving review and testing validation through industry accepted tools.

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
7	Does the VENDOR implement automated mechanisms for incident handling and reporting? [IR-4, IR-4 (1), IR-6]	☒	☐	RideCo has a multifaceted system for automated detection, alerting and suggested response based on severity through internal processes, tools and supplemented with an MDR / mSOC.
8	Does the VENDOR retain online audit records for at least 90 days to provide support for after-the-fact investigations of security incidents and offline for at least one year to meet regulatory and organizational information retention requirements? [AU-11]	☒	☐	Please see 3.2.4 Table 3-5 #2
9	Does the VENDOR have the capability to notify customers and regulators of confirmed incidents in a timeframe consistent with all legal, regulatory, or contractual obligations? The State of NC's requirement for security breach reporting is 24 hrs. of incident confirmation. [IR-6]	☒	☐	Please see 3.2.4 Table 3-5 #2
10	If the VENDOR's solution provides email "send as" capabilities, does it support DMARC and DKIM for email protection?	☒	☐	RideCo utilizes SPF, DKIM and DMARC to verify e-mail origin validity. Please discuss specific requirements with your Project Manager.

3.2.5. Contingency Planning and Disaster Recovery

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-6. Contingency Planning and Disaster Recovery

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the VENDOR have the capability to recover the system to a known and functional state following an outage, breach, DoS attack, or disaster? [CP-2, CP-9, CP-10]	☒	☐	RideCo maintains and regularly tests and reviews policies and procedures pertaining to Contingency Planning and BCDR in accordance with NIST 800-53 guidelines. These policies and procedures are tested and analyzed at least annually, and adjustments are made based on observations from respective security and engineering staff. RideCo provides 99.99% of availability as part of our service level agreement, and our technical team offers 24/7 support for critical platform issues. Our system is configured to immediately notify our engineers of any issues such as downtime, and issues are often resolved before the end-user is affected or even aware of them
2	Does the VENDOR have a Contingency Plan and a fully developed Contingency Plan test plan in accordance with Statewide Information Security Manual? [CP-2, CP-4]	☒	☐	Please see 3.2.5 Table 3-6 #1
3	Does the system have alternate storage and processing facilities? [CP-6, CP-7]	☒	☐	RideCo's product is hosted with AWS and maintains multiple Availability Zones to address and mitigate service degradation and disruption.
4	Does the system have or use alternate telecommunications providers? [CP-8]	☒	☐	Please see 3.2.5 Table 3-6 #3
5	Does the system have backup power generation or other redundancy? [PE-11]	☒	☐	Please see 3.2.5 Table 3-6 #1 and #3
6	Does the VENDOR have service level agreements (SLAs) in place with all telecommunications providers? [CP-8]	☒	☐	Please see 3.2.5 Table 3-6 #1 and #3

3.2.6. Configuration and Risk Management

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-7. Configuration and Risk Management

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the VENDOR maintain a current, complete, and accurate baseline configuration of the information system? [CM-2]	☒	☐	Risk management, principle of least privilege, RBAC, SIEM, logging, monitoring RideCo maintains a current, complete and accurate baseline configuration in accordance with NIST 800-53 and minimally employs various risk management strategies which include the principle of least privilege, RBAC, SIEM and logging and monitoring of critical systems.
2	Does the VENDOR maintain a current, complete, and accurate inventory of the information system software, hardware, and network components? [CM-8]	☒	☐	RideCo maintains a current, complete, and accurate inventory of the information system software, hardware and network components in accordance with NIST 800-53 and continually reviews and updates systems as necessary.
3	Does the VENDOR have a Configuration Management Plan? [CM-9]	☒	☐	RideCo adheres to NIST 800-53 guidance across all control sets including Configuration Management Plan(s) as listed in RideCo Policy "Configuration Management" most recently updated May 5 2023.
4	Does the VENDOR follow a formal change control process that includes a security impact assessment? [CM-3, CM-4, CM-4 (2)]	☒	☐	RideCo utilizes policies, procedures, and technology in line with NIST 800-53 to ensure a smooth change control process including code review, automated scanning and analyses as well as QA testing and analyses before deployment.
5	Does the VENDOR employ automated mechanisms to detect inventory and configuration changes? [CM-2, CM-2 (2), CM-6, CM-8]	☒	☐	RideCo utilizes tools and technology to automate inventory management and configuration change management as defined in NIST 800-53 and RideCo policy "Configuration Management"
6	Does the VENDOR prevent unauthorized changes to the system? [CM-5]	☒	☐	RideCo prevents unauthorized changes to the system through the use of a restricted directory, RBAC, principle of least privilege, SIEM and alerting along with routine review of access permissions.

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
7	Does the VENDOR establish configuration settings for products employed that reflect the most restrictive mode consistent with operational requirements? [CM-6, CM-7]	☒	☐	RideCo's configuration settings throughout the system are configured to operate in the most restrictive environment possible. This is enabled using specialized service accounts, the principle of least privilege, RBAC, SIEM and alerting and routine review of permissions and configuration changes after testing and approval through our QA process.
8	Does the VENDOR ensure that checklists for configuration settings are Security Content Automation Protocol (SCAP)-validated or SCAP-compatible (if validated checklists are not available)? [CM-6]	☐	☒	Please see 3.2.6 Table 3-7 #7 There are no explicit SCAP compatible tools, however all changes are reviewed by multiple relevant teams and verified through an immutable approval and logging process.

For the following questions, Vendors may use Table 3-18 "Continuous Monitoring Capabilities – Additional Details" to enter the capability descriptions, supporting evidence, and missing elements.

9	Does the VENDOR perform **authenticated** operating system/ infrastructure, web, and database vulnerability scans at least monthly, as applicable? [RA-5, RA-5 (5)]	☐	☒	RideCo maintains NIST 800-53 certification and in conjunction with those requirements performs annual penetration tests against our environment and further employs the use of NGAV and SIEM on all required endpoints and automated detection and response capabilities built upon established baselines, further supplemented by a 24/7 internal response team and external SOC.
10	Does the VENDOR demonstrate the capability to remediate High risk vulnerabilities within 30 days and Moderate risk vulnerabilities within 60 days? [RA-5, SI-2]	☒	☐	RideCo's adherence to NIST 800-53 incorporates the use of automated mechanisms to identify, detect, protect against, respond to and recover from specific categories of quantified risk. RideCo tracks incident response and remediation through industry accepted systems for documentation of remediation and any further communication required.
11	When a High risk vulnerability is identified as part of continuous monitoring activities, does the VENDOR consistently check audit logs for evidence of exploitation? [RA-5]	☒	☐	Please see 3.2.6 Table 3-7 #10

12	Does the VENDOR have a Supply Chain Risk Management (SCRM) plan and processes to identify and address weaknesses or deficiencies in the supply chain elements and processes of information systems?	☒	☐	In accordance with NIST 800-53 RideCo maintains and updates a Supply Chain Risk Management Plan to identify potential risks and remediations throughout the supply chain lifecycle as pertains to RideCo and its partners and customers. This is expanded upon in RideCo Policy Supply Chain Risk Management (updated May 2023)

3.2.7. Data Center Security

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-8. Data Center Security

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the VENDOR restrict physical system access to only authorized personnel? [PE-2 through PE-6, PE-8]	☒	☐	RideCo adheres to NIST 800-53 guidance with respect to physical security and access control and limits access both on premises and within the cloud to required personnel and are logged and monitored 24/7. Sensitive areas are access controlled, and all actions are continually reviewed. Entry into a sensitive area automatically alerts the security team with a photograph and timestamp of entry/exit. Alerts are sent to security staff upon entry/exit and an appropriate communication and response is delivered based on classification.
2	Does the VENDOR monitor and log physical access to the information system, and maintain access records? [PE-6, PE-8]	☒	☐	Please see 3.2.7 Table 3-8 #1
3	Does the VENDOR monitor and respond to physical intrusion alarms and surveillance equipment? [PE-6, PE-6 (1)]	☒	☐	Please see 3.2.7 Table 3-8 #1

3.2.8. Policies, Procedures, and Training

The Vendor must indicate the status of policy and procedure coverage for the NIST 800-53 Rev 5 families listed in Table 3-9 below.

***To answer "yes" to a policy**, it must be fully developed, documented, and disseminated; and it must address purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance. A single policy document may address more than one family provided the NIST requirements of each "-1" are fully addressed.*

***To answer "yes" to a procedure**, it must be fully developed and consistently followed by the appropriate staff. List all applicable procedure documents for each family.*

VENDORs must establish their own set of Policies and Procedures (P&Ps). They cannot be inherited from a leveraged system, nor can they be provided by the customer. Any exceptions and/or missing policy and procedure elements must be explained in Table 3-10 below.

Table 3-9. Policies and Procedures

#	Family	Policy		Procedure		Title Version and Date
		Yes	No	Yes	No	
1	Access Control [AC-1]	☒	☐	☒	☐	Policy: Access Control • Dec 2022 Procedure(s): Access Control - Procedures • Dec 2022
2	Awareness & Training [AT-1]	☒	☐	☐	☐	Policy: Awareness & Training • Dec 2022 Procedure(s): Awareness & Training - Procedure • Dec 2022
3	Audit & Accountability [AU-1]	☒	☐	☒	☐	Policy: Audit & Accountability • Oct 2022 Procedure(s): Audit & Accountability - Procedure • Jan 2023
4	Security Assessment & Authorization [CA-1]	☒	☐	☒	☐	Policy: Assessment, Authorization & Monitoring • Sept 2022 Procedure(s): Assessment, Authorization & Monitoring - Procedure • March 2023
5	Configuration Management [CM-1]	☒	☐	☒	☐	Policy: Configuration Management • May 2023 Procedure(s): Configuration Management - Procedure • May 2023
6	Contingency Planning [CP-1]	☒	☐	☒	☐	Policy: Contingency Planning • Oct 2022 Procedure(s): Contingency Planning - Procedure • June 2023
7	Identification & Authentication [IA-1]	☒	☐	☒	☐	Policy: Identification & Authentication • Oct 2022 Procedure(s): Identification & Authentication – Procedure • June 2023

#	Family	Policy		Procedure		Title Version and Date
		Yes	No	Yes	No	
8	Incident Response [IR-1]	☒	☐	☒	☐	Policy: Incident Response • Oct 2022 Procedure(s): Incident Response (IR) Procedure • Feb 2023
9	Maintenance [MA-1]	☒	☐	☒	☐	Policy: Maintenance • Nov 2022 Procedure(s): Maintenance – Procedure • June 2023
10	Media Protection [MP-1]	☒	☐	☒	☐	Policy: Media Protection • Nov 2022 Procedure(s): Media Protection - Procedure • June 2023
11	Physical & Environmental Protection [PE-1]	☒	☐	☒	☐	Policy: Physical and Environmental Protection • Feb 2023 Procedure(s): Physical and Environmental Protection - Procedure • Feb 2023
12	Personnel Security [PS-1]	☒	☐	☒	☐	Policy: Personnel Security • Feb 2023 Procedure(s): Personnel Security - Procedure • Feb 2023
13	Risk Assessment [RA-1]	☒	☐	☒	☐	Policy: Risk Assessment • Mar 2023 Procedure(s): Risk Assessment - Procedure • April 2023
14	System & Services Acquisition [SA-1]	☒	☐	☒	☐	Policy: System and Services Acquisition • Mar 2023 Procedure(s): System and Services Acquisition - Procedure • Mar 2023
15	System & Communications Protection [SC-1]	☒	☐	☒	☐	Policy: System and Communications Protection • Mar 2023 Procedure(s): System and Communications Protection - Procedure • Mar 2023
16	System & Information Integrity [SI-1]	☒	☐	☒	☐	Policy: System & Information Integrity • Mar 2023 Procedure(s): System & Information Integrity - Procedure • Mar 2023

#	Family	Policy		Procedure		Title Version and Date
		Yes	No	Yes	No	
17	Planning [PL-1]	☒	☐	☒	☐	Policy: Planning • Nov 2022 Procedure(s): Planning - Procedure • June 2023
18	Supply Chain Risk Management [SR-1]	☒	☐	☒	☐	Policy: Supply Chain Risk Management (SCRM) • May 2023 Procedure(s): Supply Chain Risk Management (SCRM) - Procedure • Mar 2023

For any family with a policy or procedure gap, please describe the gap below.

Table 3-10. Missing Policy and Procedure Elements

Missing Policy and Procedure Elements
•

The Vendor must answer the questions below.

Table 3-11. Security Awareness Training

Question	Yes	No	Describe capability, supporting evidence, and any missing elements
Does the VENDOR train personnel on security awareness and role-based security responsibilities? [AT-2]	☒	☐	RideCo adheres to NIST 800-53 guidance with respect to security awareness and training through annual training sessions tailored to specific role, continual improvement through testing and reinforcement of responsibilities, maintenance of several security teams to maintain currency with emerging threats and vulnerabilities, testing of our detection and response capabilities and ongoing communication through all elements of the organization for awareness and responsiveness.

3.3. Additional Capability Information

State will evaluate the responses in this section on a case-by-case basis relative to a State-Ready designation decision.

3.3.1. Staffing Levels

In the table below, the Vendor must describe the VENDOR's organizational structure, staffing levels currently dedicated to the security of the system, as well as any planned changes to these staffing levels. This description must clearly indicate role and number of individuals as well as identify which staff is full-time dedicated, and which are performing their role as a collateral duty. ***Note****: It is not necessary to include specific names of individuals, but rather their roles/titles.*

Table 3-12. Staffing Levels

Staffing Levels
RideCo maintains multiple layers of security personnel relative to appropriate responsibilities. Security personnel have designated roles and responsibilities and are reviewed at least monthly. 24/7 Continuous Monitoring is assured through a robust incident detection and incident response plan in line with NIST 800-53 and involves at minimum RideCo's Information Security teams (Information Technology, DevOps, DevSecOps) and supplemented further by 24/7 MDR and mSOC.

3.3.2. Change Management Maturity

While the following change management capabilities are not required, they indicate a more mature change management capability and may influence a State Readiness decision, especially for larger systems.

The Vendor must answer the questions below.

Table 3-13. Change Management

#	Question	Yes	No	If "no", please describe how this is accomplished.
1	Does the VENDOR's change management capability include a fully functioning Change Control Board (CCB)?	☒	☐	
2	Does the VENDOR have and use development and/or test environments to verify changes before implementing them in the production environment?	☒	☐	

3.3.3. Vendor Dependencies and Agreements

The Vendor must answer the questions below.

Table 3-14. Vendor Dependencies and Agreements

#	Question	Yes	No	*Instructions*
1	Does the system have any dependencies on other vendors such as a leveraged service offering, hypervisor and operating system patches, physical security and/or software and hardware support?	☒	☐	Please see 2.1 Table 2-3
2	Within the system, are all products still actively supported by their respective vendors?	☒	☐	*If any are not supported, answer, "No."*

#	Question	Yes	No	*Instructions*
3	Does the VENDOR have a formal agreement with a vendor, such as for maintenance of a leveraged service offering?	☒	☐	*If "yes," please complete Table 3-16. Formal Agreements Details below.*

If there are vendor dependencies, please list each in the table below, using one row per dependency. For example, if using another vendor's operating system, list the operating system, version, and vendor name in the first column, briefly indicate the VENDOR's reliance on that vendor for patches, and indicate whether the vendor still develops and issues patches for that product. If there are no vendor dependencies, please type "None" in the first row.

Table 3-15. Vendor Dependency Details

			Still Supported?	
#	Product and Vendor Name	Nature of Dependency	Yes	No
1	eSentire - Sentinel 1, Sumo Logic	NGAV, MDR, SOC	☒	☐

If there are formal vendor agreements in place, please list each in the table below, using one row per agreement. If there are no formal agreements, please type "None" in the first row.

Table 3-16. Formal Agreements Details

#	Organization Name	Nature of Agreement
1	eSentire	MSSTC, SLO

3.3.4. Continuous Monitoring Capabilities

In the tables below, please describe the current state of the VENDOR's Continuous Monitoring capabilities, as well as the length of time the VENDOR has been performing Continuous Monitoring for this system.

Table 3-17. Continuous Monitoring Capabilities

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the VENDOR have a lifecycle management plan that ensures products are updated before they reach the end of their vendor support period?	☒	☐	In accordance with NIST 800-53 RideCo utilizes several endpoint scanning capabilities to report and remediate on system health, encryption status, authenticated users, installed software, installed patches, antivirus status and related information and reports are reviewed at least weekly to identify unsupported software, firmware, or package revisions. RideCo always strives through regular review and assessment of technology and process to adapt to emerging security requirements and at minimum maintains only LTS level technology.
2	Does the VENDOR have the ability to scan all hosts in the inventory?	☒	☐	Please see 3.3.4 Table 3-17 #1
3	Does the VENDOR have the ability to provide scan files in a structure data format, such as CSV, XML files?	☒	☐	Please see 3.3.4 Table 3-17 #1
4	Is the VENDOR properly maintaining their Plan of Actions and Milestones (POA&M), including timely, accurate, and complete information entries for new scan findings, vendor check-ins, and closure of POA&M items?	☒	☐	RideCo continually updates POA&M registers in the form of agile project management to identify, remediate, recalculate, and integrate and test proposed solutions based on a matrix of urgency criteria.

In the table below, provide any additional details the Vendor believes to be relevant to State's understanding of the VENDOR's Continuous Monitoring Capabilities. If the Vendor has no additional details, please state, "None."

Table 3-18. Continuous Monitoring Capabilities – Additional Details

Continuous Monitoring Capabilities – Additional Details
Can the vendor provide a current 3rd party attestation certification ***annually*** when required? ***Note:*** *SaaS vendors cannot use IaaS/PaaS certification unless the application is explicitly covered as part of the IaaS/PaaS assessments.* [CA-7, RA-3, SA-9] Yes – we can provide NIST 800-53 attestation annually and are working towards SOC-2 by EOY. RideCo's platform hosts maintain same or greater level of certifications as RideCo.

3.3.5. Status of System Security Plan (SSP)

In the table below, explicitly state whether the SSP is fully developed, partially developed, or non-existent. Identify any sections that the VENDOR has not yet developed.

Table 3-19. Maturity of the System Security Plan

Maturity of the System Security Plan
Fully Developed, and evolving as necessary based on NIST 800-53 framework.

In the table below, state the number of controls identified as "Not applicable" in the SSP. List the Control Identifier for each, and indicate whether a justification for each has been provided in the SSP control statement.

Table 3-20. Controls Designated "Not Applicable"

<x> Controls are Designated "Not Applicable"
N/A

In the table below, state the number of controls with an alternative implementation. List the Control Identifier for each.

Table 3-21. Controls with an Alternative Implementation

<x> Controls have an Alternative Implementation
N/A

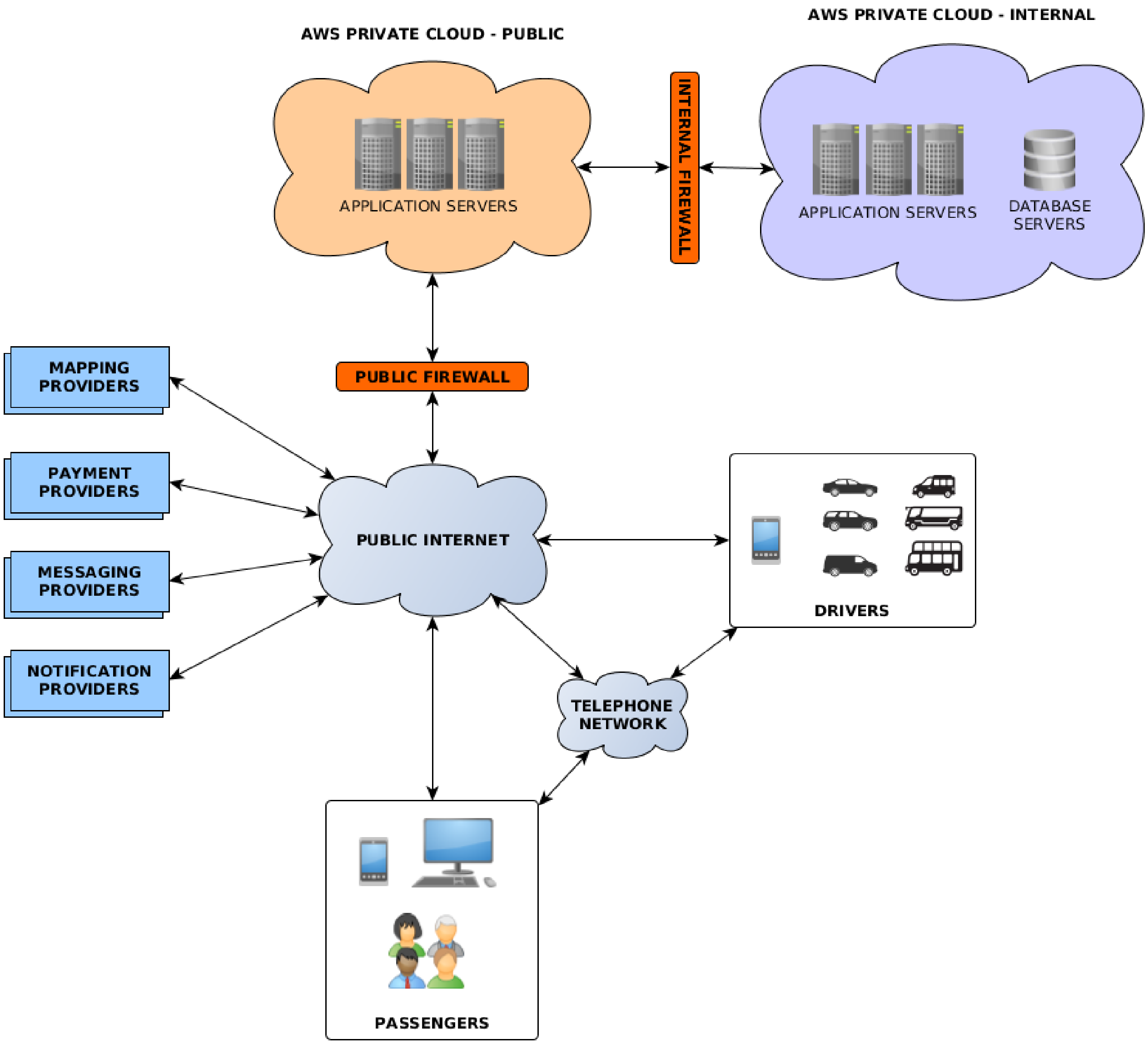
Organization's Security Representative or designee

Marian Oros, IT Manager
PLEASE PRINT NAME

Marian Oros — June 16, 2023

SIGNATURE — Date

f) Architecture Diagrams



Mapping Providers: Third-party services that provide mapping, geo-spatial, and traffic data. E.g., Google Maps.

Payment Providers: Third-party services that handle payment processing and PCI compliance. RideCo does not store credit card information. E.g., Braintree, Stripe.

Messaging Providers: Third-party services that provide messaging like SMS and phone calls. E.g., Twilio.

Notification Providers: Third-party services that provide alerts and real-time notifications for incident responses. E.g., PagerDuty.

Public Internet: The public internet from which all traffic to the RideCo system originates.

Telephone Network: The network that mobile phones operate on (4G LTE, 5G, etc.). Calls are placed between drivers and passengers securely such that personal phone numbers are not exposed.

Public Firewall: Restricts traffic that may access the public RideCo network from the public internet to the specific ports and hosts that are allowed to.

Internal Firewall: Restricts traffic that may access the internal RideCo network from the public RideCo network to the specific ports and hosts that are allowed to.

Certificate Management: Provided by AWS Certificate Manager (ACM) utilizing 2048-bit key sizes hashed with SHA-256.

Application Servers: The servers that make up the RideCo system.

Database Servers: The database servers that store the data for the RideCo system.

Passengers: Customers and riders that can book and take rides from the RideCo system.

Drivers: Drivers that service rides in the RideCo system.

Operators: Operators can access various dashboards to manage and monitor their transportation service that is running on the RideCo system.

g) Cost of Vendor's Offer (Attachment E)

Implementation Fee (one-time fee payable at signing of contract)

Service modeling, KPI goal setting, & simulations	Service design consultation; comprehensive review of KPI goals and goal setting for program success; simulation and tuning of parameters as applicable (e.g., time snapping, frequency variation)	
Localization of the software settings & operations configuration	Configure the software settings; zone boundaries, variation of service levels; set-up fleets and operators' shifts; identify and configure pickup and drop-off stops; build mapping layer, road network and traffic model; set-up payment and fare options; setup roles and access levels	
Application branding, content, and language customization	Brand the apps/website including logo, color, and splash screen; customize the website & FAQ; in-app messages	
Application data migration and testing	Map data fields and passenger information from legacy system (if applicable) and migrate to new system; perform quality assurance tests	
Initial training	Coordinate in-person training for team leads and operators; setup self-service learning management system and modules	
Setup reporting and monitor the launch	Live monitoring and coaching for the launch; set-up NTD reports, data dashboards, and operations reports	
Implementation Fee	**$20,000 - $40,000**	Subject to the number of vehicles, users, and zones
Option: Third-party integration		Subject to specific third-party application and integration needs, e.g., multi-modal trip app
Option: New Zone Addition Fee	**$ 4000 per additional zone**	one-time fee per additional new zone added to the statement of work after the initial implementation

Software License & Support Fee (payable annually after implementation & go-live)

Core technology modules and automatic updates	Passenger App, Driver App, Web App, Solver-algorithm based routing, Automated continuous schedule & dispatch optimization, Operations Center dashboards, Customer Profile Manager; Cloud hosting; Regular cloud software updates to core modules for features enhancements	
Analytics and reporting	NTD reports, daily/weekly/monthly KPI reports, data dashboard	
Service level agreement and 99.9%+ uptime	Committed response & resolution times based on issue type and assurance of 99.9%+ uptime of apps & operations center dashboards	
Performance optimization and best practices support	Regular meetings to review KPIs, data, & goals; discuss operations, performance improvements, and industry best practices	
Core Annual Base Fee	**$30,000 per year**	For base level project management & support
Core Per-Vehicle Fee	**$200/vehicle/month**	Rate ($) per vehicle/month

Notes to core software license and support fees:

- The core software license & support fees are compliant with the core requirements of the project, and includes RideCo's patented continuous optimization and trip negotiation engine.
- Third-party payment processors if applicable (e.g., credit card related) - credit card related fees (including charge backs) are passed through directly to the customer.
- Three (3) Zendesk (Customer Service Software) licenses included in the price for support staff use.
- Three (3) Performance dashboard licenses included in the price for executive use.
- Three (3) RideCo Profile Manager (RPM) licenses included in the price for eligibility managers' use.

Eligibility Management Portal (Option)	Manages and tracks eligibility management; customizable workflow offering digital and paper-based applications, internal/external access control, file storage integration, and record-level change monitoring	
Option: Eligibility Management	**$ 10,000 - $50,000/year**	Subject to number of paratransit users, eligibility coordinators, and document processing volume

Productivity Booster Features (Option)	(1) Frequency variation to increase pooling efficiency and productivity for low-density zones or sub-zone within a larger zone. (2) Breaks with dynamic location assignments to reduce deadheading and enhance driver/operator satisfaction. (3) Advanced shifts & runcut optimization to match vehicle supply to demand based on time of day and day of week; monthly or quarterly.	
Option: Productivity Boosters	**$ 150/vehicle/month**	Optional advanced productivity booster features that are unique to RideCo's product offering

VoIP Communications Solution (Option)	Push-to-talk (PTT) solution for dispatcher/driver communication includes voice and messaging	
Option: VoIP solution	**$ 12/month/user**	A user is each driver/vehicle and dispatchers and/or reservationists.

Other terms:

- All prices are subject to an annual escalation of 5% to account for CPI/inflation.
- Professional services and on-site support (that are outside the scope of the services specified in this agreement) offered at a rate of $120/hour in addition to reimbursement of pre-approved travel costs.
- All prices are in U.S. dollars and exclude taxes if applicable.
- All amounts are due thirty (30) days after the date of invoice. Interest shall accrue at the rate of twenty percent (20%) per annum on all charges remaining unpaid after due. In addition to RideCo's right to receive late payment interest on unpaid invoices, RideCo reserves the right to immediately cease provision of licenses and services under this agreement if any invoice is in arrears for sixty (60) or more days from the date of invoice.
- Hardware is not priced in this proposal.

Priced Options Specifications

RideCo's response and compliance with the Priced Options specifications as requested in Section 8 of the RFP is on the following pages:

8. Priced Options

a. Hardware (Option)

Vendor may only offer for purchase or lease to DROs the items listed in the table below under this contract. The NCDOT Contract Administrator reserves the right to remove Vendor from this contract if Vendor offers to DROs, under this contract, items that are not listed in the table.

Hardware	Description
Ruggedized Tablets	Extremely portable solid state computing devices engineered from inception to work in extreme temperatures and other harsh conditions. Ruggedized tablets have a rugged shell and can withstand drops, jolts, etc. Tablets are characterized by a single touch screen input mechanism and may or may not include an attachable keyboard.
Integrated Payment Systems	Automates payment acceptance to accept credit card payments directly with the DROs existing software.
Closed-circuit Television (CCTV)	The use of video cameras to transmit a signal to a specific place on a limited set of monitors for surveillance and security purposes.
Peripheral Components	Must be able to attach to, work with, and be supported by, the Ruggedized Tablet Units, the Integrated Payment Systems, and the CCTV systems described elsewhere herein. Peripherals must be present with the general offerings of the manufacturer, and as such, normally available from the manufacturer represented. Peripherals considered within the scope of this contract are monitors, input devices (keyboards, mice), docking stations, memory, cases, etc.

b. Payment Hardware (Option)

Describe how the solution handles transaction, billing, invoicing, and payment processing functions.

ID	Integrated Payment Specifications	Feature	Response
8.b-1	The Vendor is responsible for settlement of funds, reconciliation accounting, and the DROs' apportionment.	Option	RideCo has not priced the payment hardware. RideCo's software platform complies with this option. The RideCo application is PCI-DSS compliant and uses Braintree, a PayPal company to process payments within the rider application. We handle all settlement of funds, reconciliation, accounting, and apportionment within the platform.
8.b-2	The Vendor reconciles refunds, chargebacks, and adjustments.	Option	RideCo has not priced the payment hardware. RideCo complies with this. The RideCo application is PCI-DSS compliant and uses Braintree, a PayPal company to process payments within the rider application. We handle all refunds, chargebacks, and adjustments within the platform.
8.b-3	The system secures transmission and storage of Personal Identifiable Information (PII) acquired and used by the system for payment integration and processing.	Option	RideCo has not priced the payment hardware. RideCo complies with this.

			The RideCo application is PCI-DSS compliant and uses Braintree, a PayPal company to process payments within the rider application. We secure transmission and storage of all PII data used for payment processing.
8.b-4	Confidential and sensitive data is encrypted and transmitted securely throughout the system.	Option	RideCo has not priced the payment hardware. RideCo complies with this. The RideCo application is PCI-DSS compliant and uses Braintree, a PayPal company to process payments within the rider application. All data is encrypted both at rest and in transit throughout the system.
8.b-5	Customers may add, modify, and delete payment methods to their customer account.	Option	RideCo has not priced the payment hardware. RideCo complies with this. The RideCo application is PCI-DSS compliant and uses Braintree, a PayPal company to process payments within the rider application. Customers are able to add and remove stored payment methods.
8.b-6	Customers may utilize all major payment card brands (i.e., Visa, Mastercard, American Express, and Discover) to purchase fare. This includes the use of Transit Benefit credit/debit cards, pre-paid transit credit/debit cards, and payment cards issued for government-funded or sponsored funds for low-income riders to purchase fare.	Option	RideCo has not priced the payment hardware. RideCo complies with this. The RideCo application is PCI-DSS compliant and uses Braintree, a PayPal company to process payments within the rider application. We support all methods of payments supported by Braintree directly, and work with agencies to provide support for alternate forms of payment.
8.b-7	The Vendor prepares financial reports that include daily, weekly, monthly, quarterly, and annual sales and revenue for the DROs.	Option	RideCo has not priced the payment hardware. RideCo complies with this. The RideCo platforms provides all required financial reporting for the DROs.
8.b-8	The system allows for multiple funding sources per rider and at least one funding source per rider per trip. Describe how funding data are stored and how funding sources are selected or automatically applied to trips.	Option	RideCo has not priced the payment hardware. RideCo complies with this. RideCo provides options for and tracks multiple payment methods and funding sources. Payment method and funding

			source data is indicated at the time of booking either by reservationist or user. Funding sources can be automatically applied for specific trip types if required.

c. Onboard Hardware, Data Communications, and Installation (Option)

ID	Onboard Hardware, Data Communications, and Installation Specifications	Feature	Response
8.c-1	The Vendor provides driver displays (tablets) and all associated mounting hardware, cables, and communications components. All Vendor-provided equipment is consistent across the fleet, allows staff to easily swap equipment (including mounting hardware and devices), and includes adequate data communications.	Option	Per the RFP and Addendum 1, onboard hardware is an option. RideCo has chosen not to price the hardware. The RideCo platform will work with off-the-shelf solutions. Please refer to Section o – Supporting Material - Approved Equipment/Third Party Software for more details on approved equipment.
8.c-2	Vendor installs all onboard equipment through close collaboration with the DROs.	Option	Not priced.
8.c-3	The driver display mount complies with US heavy duty vehicle Society of Automotive Engineers (SAE) J1455 standard.	Option	Not priced
8.c-4	The driver display is a ruggedized device suitable for operations in a transit environment.	Option	Not priced

d. On-Demand Trips (Option)

ID	On-Demand Specifications	Feature	Response
8.d-1	The system supports on-demand scheduling, where trips can be requested the same day. On-demand scheduling does not require advance reservation.	Option	Yes, RideCo's system supports on-demand scheduling, and trips can be requested the same day.
8.d-2	The system permits trip booking while transit personnel are on the phone with the customer. The System processes both subscription trips (standing- order) and demand response trips.	Option	Yes, the system has this capability. RideCo provides booking applications for call centers in order to book rides for passengers either for on demand or for subscription trips.
ID	On-Demand Specifications	Feature	Response
8.d-3	The system processes, schedules, and dispatches same day trip orders without the need for manual intervention from dispatch staff.	Option	Yes, the system has this capability. The RideCo system is designed to operate autonomously without the need for manual intervention from dispatch staff.
8.d-4	The system supports on-demand or scheduled trip orders through the mobile application and customer website.	Option	Yes, the system has this capability. The RideCo system provides both a mobile application and a website for the riders.
8.d-5	The system differentiates between ADA and on-demand trips for reporting purposes.	Option	Yes, the system has this capability. The RideCo system can differentiate and report on different service types, ADA and on-demand.

e. Fixed Route Scheduling (Option)

ID	Fixed Route Scheduling Specifications	Feature	Response
8.d-1	Describe in detail any fixed route and deviated fixed-route scheduling solutions supported by the solution, including: 1. Features and functions of the system 2. Customer facing tools such as real-time arrivals or trip planning 3. Integration with demand-response trip scheduling 4. Integration with other solutions	Option	RideCo has a proven track record of integration with third parties both via API and deeplink functionality based on the agency's requirements and third-party capabilities. This includes support for multi-modal trip planning, integration for demand response rides for first and last mile, payment integration, trip tracking. The software is also further extending these capabilities natively which could be leveraged within deployments to DROs. Please refer to (Section o) – Integration Capabilities for more information.

f. CCTV (Option)

ID	CCTV Specifications	Feature	Response
8.f-1	Describe if the solution provides enhanced integrations with CCTV solutions. This includes the ability to trigger events from the driver display or dispatchers to either tag video recordings or allow dispatchers to view video directly from the dispatch screen.	Option	The RideCo platform does not offer this capability within this platform, but has deployed third party solutions for this in some services that we operate.
8.f-2	Describe CCTV systems that are included or offered from the scheduling software provider.	Option	The RideCo platform does not offer this capability within this platform, but has deployed third party solutions for this in some services that we operate.

h) Schedule of Offered Solution

RideCo's typical launch and implementation of the microtransit/paratransit program spans a comprehensive set of processes spanning 9-12 weeks structured within the Project Management Institute's (PMI) five Process Groups or Phase approach.

RideCo's Project Manager leads the overall implementation effort, system setup, app white-labeling, and conducts all driver, administrator, and reservationist training. The Project Manager conducts regular weekly meetings with the agency's team throughout the implementation process to ensure a successful launch. During the initial phase, the team monitors the performance of the data daily, continues to have regular meetings with the agency, proactively provide opportunities to capture additional ridership, and makes any modifications or adjustments required.

The Project Manager acts as a single point of contact and is available to the agency's team through email, cell phone, and shared messaging platforms such as Slack or Microsoft Teams. In accordance with our service level agreement, the Project Manager or project team are available 24/7 to respond to critical issues.

The project team facilitates a smooth transition during the implementation process through a detailed training program that covers every aspect of our platform and ensures that reservationists, dispatchers, operators, and administrators are completely proficient with the technology and service parameters.

RideCo's support extends beyond just transition. We continue to provide proactive support throughout the duration of the contract. RideCo's project team schedules regular meetings after launch, during which they review the performance of the service and provide proactive data-driven recommendations for service improvements and modifications.

All phases of the implementation process with associated timelines to complete are highlighted in the Project Timeline Gantt Chart below. More details of each step follow the Gantt Chart.

Please note that this plan/schedule is flexible and can be adjusted to meet each agency's level of staffing, time commitment, and requirements. What is included here is our standard plan along with a detailed Implementation Schedule reflective of the time frame from the contract award to go-live.

Project Implementation Timeline

<table>
<tr><th colspan="8">Weeks to Launch</th><th colspan="2">Launch</th><th colspan="2">Post Launch</th></tr>
<tr><th>1</th><th>2</th><th>3</th><th>4</th><th>5</th><th>6</th><th>7</th><th>8</th><th>9</th><th>10</th><th>11</th><th>12</th></tr>
<tr><td>Week 1</td><td>Week 2</td><td colspan="10">Initiating
RideCo: Provide project schedule and Gantt chart, weekly status reports, white labeling assets, schedule team meetings, implement agency-approved privacy solutions; and aid agency in conducting privacy impact assessment
Joint Effort: Contract execution and receipt of NTP, finalize project team; identify stakeholders and communication channels; finalize project plan; identify risks & mitigation; create communications plan: client data collection
Agency: Conduct privacy impact assessment</td></tr>
<tr><td colspan="2"></td><td>Week 3</td><td>Week 4</td><td colspan="8">Planning
RideCo: Determine service requirements & gap analysis; provide agency with required data, resources for test/production environments, documentation specifying required hardware, software, and finalizing white-labeling requirements
Joint Effort: Define user roles and permissions; document data structure & standard procedures; approve service requirements and service model</td></tr>
<tr><td colspan="3"></td><td colspan="2">Week 4</td><td>Weeks 5, 6</td><td colspan="6">Executing
RideCo: Configure software solution to meet agency-identified requirements; customize software solution to agency branding; monitor and communicate progress through weekly status reports and project team meetings; train agency staff and drivers
Joint Effort: Develop & finalize service stops, fare, and remittance process; conduct training and prepare pre-launch test materials
Agency: Acquire and onboard driver & vehicles</td></tr>
<tr><td colspan="6">Monitoring and Controlling
RideCo: Prepare for soft launch and user acceptance testing (UAT), develop transition plan; debrief with project team to review issues, timelines & responsibilities; provide tech. support; answer any outstanding questions; fix any Issues and document resolution
Joint Effort: Set up additional data required to support soft launch and go-live; monitor and communicate progress through KPI reports & meetings test materials</td><td>Week 7</td><td>Week 8</td><td>Week 9</td><td colspan="3"></td></tr>
<tr><td colspan="9">Closing
RideCo: Provide ongoing technical support; hand over all project documentation to agency; make all data associated with the pilot available to agency where required; help advance the on-demand transit service to larger areas
Joint Effort: Develop detailed roadmap outlining expansion phases, rollout plan, dependencies, timelines, and resource requirements for both RideCo and agency; conduct “lessons-learned” session</td><td>Week 10</td><td colspan="2">Weeks 11, 12</td></tr>
</table>

INITIATING

The initiating phase will include finalizing and executing the contract and the agency providing RideCo the Notice to Proceed (NTP). RideCo will provide the agency with the project schedule and Gantt chart, weekly status reports, white labeling assets, schedule team meetings, implement the agency-approved privacy solutions; and aid the agency in conducting privacy impact assessment. In addition, the project teams members from RideCo and the agency are finalized, stakeholders and communication channels are identified, risks & mitigation paths are established; project communications plan is created, and the initial project schedule is finalized.

Duration: Two weeks | **Challenges/Mitigation:** None

Agency's Responsibilities: The agency's effort during this first phase will be fairly minimal, with RideCo's team mostly requiring sign-off and verification of pre-launch tasks. Other efforts required during this phase might be helping RideCo's project team finalize the project schedule. In this phase, the agency is welcome to include additional staff on the project; however, RideCo is a true SaaS company and at all stages require minimal effort from our transit agency partners besides providing clear guidelines and goals for the project and verifying or approving of decisions.

PLANNING

The planning phase includes confirmation of all business and functional requirements for the service and gap analysis, getting sign-off from the agency's project team, collection of required information for program set up from the agency, such as the number of flex stops and locations, name of the paratransit app for branding, booking restrictions, vehicle fleet capacity, passenger types, payment methods, service schedules and program Key Performance Indicators to name a few.

This phase also includes review of privacy solutions and impact assessment. RideCo's privacy and security standards for protecting personal information on the cloud are multifaceted and are regularly updated to meet transit agency or city/state level specific requirements. All data generated by RideCo's platform is stored on Amazon Web Services (AWS). AWS is fully compliant with federal, provincial, and local laws and regulations regarding global data protection standards – including ISO/EEC 27002 for Privacy Information Management Requirements and Guidelines. All data at rest is encrypted in our database using the industry standard AES-256 encryption algorithm. When in transit, data is encrypted over HTTPS using 2048-bit SSL certificates.

Additionally, all users are required to accept a standard terms and conditions and privacy policy the first time they use the app and for any subsequent changes to the terms of service. To reduce risk and protect customers' personal information, user data is limited to necessary information only; an email and phone number are all that is required to set up an account. Ride request and booking data are stored, but actual user GPS locations are never transmitted back to the RideCo system. No further personally identifiable information is stored in the RideCo system either.

To ensure that personal information will be retained for a minimum of one year after its last use, our system automatically archives all service data for a period of five years. While five years is our default setting, longer archival periods can be set if required.

Finally, our backend system automatically stores all records and information generated by each individual service. The agency can access this data through the backend dashboard suite and the KPI reports sent to them on a regular basis by RideCo's project management team.

Duration: One to two weeks, with risk assessment and mitigation ongoing throughout the project.

Challenges/Mitigation: Getting the branding or white labeling assets for the Passenger App from the agency in a timely manner. The only dependency of the subsequent phase upon this one is defining user permissions, which is something that can be done in a matter of days.

Agency's Responsibilities: The effort required for the agency's staff will be minimal in this phase, as our product is ready to go "out-of-the-box" and will not need any additional development work except for white labelling and otherwise customizing the Passenger App to the agency's brand. The only additional input required of the agency during this phase is the "seat types" customization for the Passenger App, which may, for instance, offer trips for those with bicycles, in wheelchairs, or with companion travelers. These are fully customizable to the agency' specifications and are limited only by the actual vehicles to be used for the proposed service.

EXECUTING

This phase of the project focuses on executing all the activities identified in the planning phase. Examples of the activities include configuring the software solution to meet the agency-identified requirements, customizing the software to the agency's branding requirements, conducting weekly status reports and project team meetings, training agency staff and drivers, set up of all reports and finalizing the soft launch/user acceptance materials.

Duration: Three weeks | **Challenges/Mitigation:** As RideCo's software offering is ready to go "out-of-the-box," there are few possible constraints that may arise during this phase, with the single exception of the agency's team not being available to sign off on the customized RideCo platform. This is mitigated by constant communication with the project team to review deliverables and deadlines outlined in the project schedule as well as the impact of any potential delays to the launch date. The other challenge in this phase is the availability of the drivers or operators for training if they are currently used in an existing service. To mitigate this risk, the training schedule is developed in coordination with the agency in advance.

Agency's Responsibilities: This will be one of the most resource-intensive phases for the agency's staff since every vehicle operator, transit operations manager, reservationist, and the system administrator will need to have a solid understanding of all relevant elements of the RideCo's system before the next phase may begin.

MONITORING AND CONTROLLING

This phase includes preparing for soft launch and user acceptance testing (UAT), developing the transition plan, debriefing with project team to review issues, timelines, and responsibilities, providing technical support where needed, answering any outstanding questions as they relate to soft launch or the launch (go-live) of the on-demand transit program, and fixing any remaining issues and documenting the resolutions.

Duration: Three weeks | **Challenges/Mitigation:** One of the challenges in this phase is typically around the availability of the designated agency staff to sign off on any given element of the service during the soft launch. Other challenges include:

- Low ridership that can be mitigated with a well-developed marketing and communications plan prior to launch. RideCo can provide examples of proven effective marketing and communications campaigns used for other clients.
- Drivers and reservations adjusting to a dynamic app-based system can be mitigated by the agency ensuring the agency staff attend the comprehensive training, utilize knowledge articles and view videos available online. In addition, the driver and Passenger Applications are very intuitive and user-friendly.

RideCo will support the launch by having members of our project team onsite to ensure a smooth deployment of the new software and answer any questions drivers or transit managers may have. Our project team will monitor the dashboards to identify any potential issues and adjustments needed to optimize the service. At the end of this day, our team will debrief the agency's project team and fill them in on the outcomes and lessons learned during the first day. This level of close monitoring and support will continue for weeks or even months after launch until the service is consistently achieving the agency-defined performance targets (such as rides per hour, total rides per day, cost per passenger, etc.).

Agency's Responsibilities: In this phase, the agency will participate in the soft launch (user acceptance testing). This phase must be completed precisely and on schedule to minimize any potential delay to the launch date. For example, if the agency finds in its testing of the system an issue that cannot quickly be resolved, the actual launch may have to be rescheduled, which might impede the marketing and communications efforts to attract passengers for the new service.

CLOSING

During the closing phase of the project, the RideCo project team is engaged in monitoring live operations, coaching the agency staff, performing analyses to recommend tweaks to the service, and modifying system parameters. From RideCo's project launch experience, this is essential in the first few weeks of the service since field performance tests can only prepare for so many different real-world scenarios. In addition, this phase also entails providing ongoing technical support, handing over all project documentation to the agency, making all data associated with the service available to the agency where required, and helping the agency advance the service to larger areas.

Finally, RideCo will help the agency develop a detailed roadmap outlining expansion phases, rollout plan, dependencies, timelines, resource requirements for both RideCo and the agency and conduct "lessons-learned" sessions, as necessary.

The closing phase and implementation plan end and transition to ongoing maintenance and support when the project has reached a more mature, steady state, measured through Key Performance Indicators (KPIs) defined by the agency and RideCo's project team.

Duration: Three weeks | **Challenges/Mitigation:** The only real potential challenge for this phase is the data transfer taking longer than expected; however, the agency will be provided with standard KPI reports on a daily, weekly, and monthly basis throughout the term of the contract.

Agency's Responsibilities: This phase will be more resource intensive on RideCo's side than that of the agency, with only senior County stakeholders/administration required to verify that the work done by RideCo meets their requirements. The main dependency of the final phase on this one is carrying out the lessons-learned meeting(s) between the agency and RideCo's respective project teams. RideCo will collaborate with the agency's project team to conduct a lessons-learned session and develop a detailed roadmap outlining expansion phases, rollout plans, dependencies, and timelines.

Quality Assurance/Control

In addition to tracking performance of the program to ensure success, our team identifies quality assurance to modify the services and zones if they are not performing as intended to better serve demand or resolve unintended issues.

RideCo's platform captures and timestamps every interaction with passengers and drivers and makes it available through intuitive dashboards as well as spreadsheet-based reports or raw data extracts. RideCo usually provides the following set of performance data:

- Ridership – total, by type of passenger, by revenue hour.
- Travel times.
- Trip denial rate.
- Booking abandonment rates.
- Percentage of time headways are met.
- Revenue – total, by type of passenger.
- Vehicle performance and reliability.
- Number and success of marketing events – audience reached.
- Calls for customer service.

The data is shared with the agency in multiple reporting formats, as detailed below.

WEEKLY AND MONTHLY PERFORMANCE REPORTS

RideCo offers standardized reports that are provided in Excel format. Reports will be customizable to the agency's needs. Example reports include weekly/monthly ridership and revenues, ridership by time of day, booking times (how far in advance passengers book rides), on-time pick-up and drop-off performance by drivers, driver performance statistics, and customer ride ratings.

Early in the project, performance will be evaluated daily to learn from passengers and drivers' feedback and make service adaptations. RideCo staff will participate in ride-along with passengers to get feedback first-hand. The following are example of adjustments that may be made based on performance in the first three weeks of service:

- Flex stop locations and descriptions may be modified, removed, or added.
- Vehicle supply scheduling (operating costs) may be increased or reduced or changed to better match passenger demand patterns at different times of the day (if permitted within agency's operating model).
- Specific marketing campaigns may be amplified or reduced based on customer acquisition results.
- Updating the communications materials (FAQ, website etc.).
- Ride ratings by passengers will be reviewed to coach or remove drivers rated poorly by passengers and encourage highly rated drivers.

By adapting quickly to daily performance and customer/driver feedback, the service is expected to become more optimized, and the service adaptations will become less frequent. After the first month, performance will be evaluated on a weekly basis. Service model adaptations can be made on a weekly basis. The following are examples of statistical data that may be reviewed, and adjustments made:

- Overall ridership, revenues, operating costs, and growth trends will be compared against targets, if the service is underperforming. The following service adaptations may be made without any downtime:
    - Change service area boundaries to better match demand profile (captured in the raw data).
    - Increase or decrease the density of flex stops or enable doorstep service in specific areas.
    - Reduce or increase headway.
    - Change average in-vehicle travel time to decrease or increase sharing/vehicle utilization.
    - Improve the passenger experience if there is any friction with respect to payment, customer support, etc.
- Trip request data will be analyzed, and vehicle supply scheduling will be adjusted to better match trip demand by time of day and day of week.
- On-time performance (pick-ups/drop-offs, driver starts) will be evaluated and adjustments to the traffic and travel time estimation engine may be made.
- Driver efficiency (e.g., trips per vehicle hour) can be analyzed to coach under-performing drivers.
- Passengers of the service can rate every ride and leave comments. After a period, drivers will accumulate a rating score (out of 5).

- Marketing campaign performance will be analyzed to decide which campaigns to continue and which to curtail; specific metrics analyzed include number of passengers driven referrals, campaign driver referrals, and cohort analysis.
- Customer usage frequency and retention data will be analyzed. Ideally customer usage frequency matches or exceeds that of existing fixed route bus passengers. Any shortcomings in these metrics may be investigated.
- Customer surveys may be performed digitally and via ride-along.

During the remaining term of the contract, RideCo will evaluate performance on a weekly to bi-weekly basis. Program meetings with the NCDOT DRO's project teams will occur on a weekly or bi-weekly basis at a minimum.

i) Signed Vendor Certification Form (Attachment F)

Signed Vendor Certification Form (Attachment F) is on the following page.

ATTACHMENT F: VENDOR CERTIFICATION FORM

1) ELIGIBLE VENDOR

The Vendor certifies that in accordance with N.C.G.S. §143-59.1(b), Vendor is not an ineligible vendor as set forth in N.C.G.S. §143-59.1 (a).

The Vendor acknowledges that, to the extent the awarded contract involves the creation, research, investigation or generation of a future RFP or other solicitation; the Vendor will be precluded from bidding on the subsequent RFP or other solicitation and from serving as a subcontractor to an awarded vendor.

The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Vendor, or as a subcontractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP or other solicitation.

2) CONFLICT OF INTEREST

Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. The Vendor shall not knowingly employ, during the period of the Agreement, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing Services involving, or similar to, the scope and nature of this solicitation or the resulting contract.

3) E-VERIFY

Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Vendors claiming exceptions or exclusions under Chapter 64 must identify the legal basis for such claims and certify compliance with federal law regarding registration of aliens including 8 USC 1373 and 8 USC 1324a. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

As a condition of contract award, awarded Vendor shall have registered its business with the North Carolina Secretary of State and shall maintain such registration throughout the term of the Contract.

Signature: ______________________________ Date: June 13, 2023

Printed Name: Lara Johnson Title: Senior Program Manager

j) Location of Workers Utilized by Vendor Form (Attachment G)

At RideCo, our project management Agile approach starts with our people. We are an integrated interdisciplinary team, offering in-house experts on paratransit and microtransit service planning and software. We foster a transparent, multidisciplinary, participatory, and collaborative work culture internally and with our collaborating agencies. The Agile approach is one that is flexible to accommodate client feedback. Activities are performed in small phases or cycles, which allows the project team to identify progress and risks on a frequent basis. As a result, our Project Manager can implement and make necessary adjustments to the work plan to ensure project success.

RideCo has operations offices in Los Angeles, California and Waterloo, Canada, and staff in offices across the U.S. including in San Francisco, Denver, Atlanta, and North Carolina.

The proposed team members for NCDOT DRO's programs under this RFP will be located in the U.S. and Canada. The account executive, project manager, and the training team would be based in the U.S, while shared functions such as product engineering, and accounting will operate out of Canada.

Project Team

Each unique RideCo deployment is assigned a Project Manager (PM) and an experienced operations team. This team becomes an extension of the transit agency, attending closely to their needs and meeting on at least a bi-weekly cadence with key stakeholders.

We are proposing an experienced team of professionals who have extensive experience implementing similar on-demand paratransit as well as microtransit programs across North America. We have included several project managers in the team, who will be assigned to different DRO on-demand transit programs, as needed. Team details are as follows:

Brian Hageman – Senior Project Manager

Responsibility: Brian will be responsible for the overall management of the project and will be the main point of contact for the NCDOT DRO. He will ensure timely execution of all deliverables and will be responsible for the overall project schedule and budget.

Qualifications: Brian brings in-depth knowledge of public transit, on-demand microtransit, and paratransit programs. Being in the industry for over seven years, he uses his extensive real-world experience to ensure successful deployments and analyzes operational data to optimize services and exceed target KPIs. In his role as a Senior Project Manager – Customer Success at RideCo, Brian leads the end-to-end integration process including project management, technical implementation, data migration, testing, training, and onboarding of new clients. He nurtures trusted client relationships, emphasizing progress towards achieving KPI and operational goals. In addition, Brian has volunteered his time as a transit and connectivity board member in his local community for over six years.

Brian has launched and managed several on-demand projects, including Tulsa Transit (Tulsa OK), SporTran (Shreveport, LA), Plymouth Transit (Plymouth, MN), and CK Rider (Concord, NC).

Mayank Aggarwal, MBA, PMP – Director of Programs

Responsibility: Mayank will be responsible for the overall management of the project and will be the main point of contact for the NCDOT DRO. He will ensure timely execution of all deliverables and will be responsible for the overall project schedule and budget.

Qualifications: Mayank has 10+ years of experience managing complex projects, including 5+ years in on-demand transit operations with RideCo. As a Director of Programs, Mayank works with operations, clients, and technical teams to ensure successful service delivery. He has launched 12+ on-demand transit services in 6 cities. He provides systems and analytics support to drive continuous improvement and achieve the service objectives.

Mayank is a certified Project Management Professional (PMP) by the Project Management Institute. The PMP designation is the world's leading project management certification and proves project leadership experience and expertise. Mayank also oversees the Project Management function at RideCo to ensure projects successes.

Managing projects, Mayank has the overall responsibility for service delivery and client satisfaction throughout the term of the contract. This includes client training for dashboard functionality, developing a resource pool for RideCo's team of analysts to use when communicating with transit agency officials, providing analytics and configuration support for RideCo's backend dashboards for the transit agency, identifying issues to be addressed during service launch such as pick-up/driver violations and abandoned rides, and incorporating client feedback and ridership data in iterations of the service during the first days and weeks after launch.

Mayank has been the Project Manager for the MOD VIA Link program in San Antonio since its launch in May 2019. His other projects include LA Metro Micro, Kansas City Area Transportation Authority (KCATA) On-Demand, Loudoun County ADA Paratransit, Micro McAllen, Wellington County Ride Well, and County of Brant eRide program.

Joshua Lorentz – Senior Project Manager

Responsibility: Joshua will be responsible for the overall management of the project and will be the main point of contact for the NCDOT DRO. He will ensure timely execution of all deliverables and will be responsible for the overall project schedule and budget.

Qualifications: As a Senior Project Manager, Joshua works with operations, clients, and technical teams to ensure successful service delivery and ongoing support. He provides systems and analytics support to drive continuous improvement and achieve the service objectives.

Joshua has launched and sustained 30+ paratransit and microtransit services in 20+ cities across North America, including Calgary, Los Angeles, and Houston. He has been the Project Manager for many projects, including, but not limited to the OCTA OC Flex program, Houston METRO programs, Calgary Transit On-Demand, Porter County Aging & Community Services, and Cobourg Rides On-Demand programs. Joshua works closely with the agency for service delivery and client satisfaction throughout the term of the contract. This includes client training for dashboard functionality, providing analytics and configuration support for RideCo's backend dashboards for the transit agency, identifying issues to be addressed during service launch such as pick-up/driver violations and abandoned rides, and incorporating client feedback and ridership data in iterations of the service during the first days and weeks after launch.

Sam Moffitt – Project Manager

Responsibility: Sam will be responsible for the overall management of the project and will be the main point of contact for the NCDOT DRO. He will ensure timely execution of all deliverables and will be responsible for the overall project schedule and budget.

Qualifications: With over 8 years of experience in transit planning and operations, Sam is an expert in the field who collaborates with clients and technical teams to ensure the successful deployment of on-demand transit services for RideCo. He has led projects in service design, planning, scheduling, and operations from concept through launch and optimization for transit agencies and private operators.

Data-driven optimization is Sam's strength; he investigates travel demand, ridership, time performance, and additional KPIs in order to find efficiency, implement operational policies and plan service changes that improve financial and quality metrics. Prior to joining RideCo, Sam planned FlixBus's US intercity bus service beginning with the launch of the first route to become a nationwide network serving 200 cities in 32 states.

Sam's qualifications include supporting many of RideCo's California-based accounts, with notable projects including the launch for SunLine's SunRide in Riverside County, and operational optimization for LA Metro's Metro Micro.

William Proctor – Project Manager

Responsibility: William will be responsible for the overall management of the assigned project and will be the main point of contact for the NCDOT DRO. He will ensure timely execution of all deliverables and will be responsible for the overall project schedule and budget.

Qualifications: As a Project Manager, William oversees the project implementations and long-term customer support of on-demand paratransit and microtransit services across the country. He works with cross-functional teams and stakeholders to ensure that all aspects of the projects—planning, operations, finance, and customer support—are functioning at a high level. With over two years of experience at RideCo, William deeply understands how RideCo's technology can meet the needs of our clients. In addition to hands-on operational experience on LA Metro's Metro Micro, North America's largest on-demand project, William has worked on several projects, including OCTA, PRCT OmniRide, Loudoun County, Milpitas, and Moorpark, among others.

William deeply believes that access to high-quality public transportation can lead to more equitable outcomes for people and the economic vitalization of a community.

Dan Finley – Vice President Customer Success

Responsibility: Dan will be accountable for project success and will be an executive contact for the NCDOT DROs. He will ensure timely execution of all deliverables and be accountable for the project schedule and budget.

Qualifications: Dan has More than 20 years of management and executive leadership experience. He has led new mobility operations for North America's largest privately owned people transportation company including microtransit, paratransit and autonomous vehicle deployments. Dan was RideCo's client for more than 4 years where he led the implementation of more than 10 on-demand transit programs.

As the executive manager, Dan leads the operations and technical service team to ensure successful service delivery and ongoing support. He provides guidance and support to achieve the service parameters and KPIs. Dan has provided executive leadership for more than one hundred transportation program implementations across a variety of idioms in many communities across North America.

Dan has been responsible for programs from inception, through implementation to fully sustainable. During these times, he has led multiple teams with more than 500 people. His background crosses over industries as he has experience in transportation, entertainment, government relations, marketing, human resources, procurement, leadership development, and executive management.

Clayton Goes – Technical Product Manager

Responsibility: Clayton will oversee the technical deployment of the program and will be available for senior technical advice to the team, if required.

Qualifications: Clayton is RideCo's Director of Product where he leads the product development organization, removes roadblocks, leads strategic technical initiatives, and oversees the entire product development lifecycle. He has played a critical role in all key deployments from our first service in Milton (Ontario) where he served as Project Manager, to our most recent launches such as Los Angeles Metro and VIA Metropolitan Transit in San Antonio, Texas, where he oversaw the technical deployment of RideCo's platform. Clayton now oversees a team of engineers and product managers, in addition to managing the product roadmap and technology strategy. To date, Clayton has overseen service and platform customization for over 45 different transit agencies and private operators in over 30 cities.

Richard Taylor – Technical Customer Support Manager

Responsibility: Richard will be responsible for ensuring a timely resolution of any technical issues that may occur during implementation. He will maintain end-user satisfaction.

Qualifications: Richard has 5+ years of technical support experience on SaaS platforms. As a Technical Customer Support Manager, Rich provides support to RideCo's clients and partners, to ensure a timely resolution of issues and maintain superior end-user satisfaction. He escalates complex issues to the appropriate internal and external resources to collaboratively troubleshoot and resolve them accordingly.

John Keating – Training Manager

Responsibility: John will lead the training program of the applicable staff for this project. He will be responsible for developing training materials, training videos, job aids, reference materials and will deliver technical in-person and/or virtual training in collaboration with the Project Manager.

Qualifications: As a Training Manager, John is responsible for RideCo's training function. He develops training materials, training videos, job aids, reference materials and delivers technical in-person and/or virtual training to RideCo clients and partners. He is also responsible for the professional development training for RideCo's employees. John brings more than 15 years of experience in developing and implementing training programs for enterprise-wide software implementations. John also manages RideCo University, our online learning portal. He has delivered training for both online and in-person to various clients and partners, including LA Metro (Los Angeles), RTC (Las Vegas), CK Rider (North Carolina), KCATA (Kansas City), and OmniRide (Virginia).

Samuel Haas – Head of Service Design

Responsibility: Samuel will manage and oversee the service modeling and will ensure the launch is set up for success from the start.

Qualifications: Samuel is RideCo's Head of Service Design and leads the service modeling process of all major RideCo deployments to ensure the launches are set up for success from the start. He develops on-demand service models that achieve clients' objectives and leverage the unique capabilities of the RideCo platform. This includes setting virtual stop locations, running simulations using transit agency data, and working with Project Managers to ensure our services are designed in a way that facilitates sustainable growth over time as ridership increases.

Samuel has played a critical role in several deployments and ensured RideCo's service models align with the transit agencies' needs and improve with time. Some notable RideCo deployments where Samuel led the service modeling include SunLine Transit Agency in Riverside County, California, VIA Metropolitan Transit in San Antonio, Texas, Calgary Transit in Alberta, Canada, Leduc Transit in Alberta, Canada, Metropolitan Transit Authority of Harris County, Texas, Porter County Aging and Community Services, Inc., Regional Transportation Commission of Southern Nevada (RTC), to name a few.

Alex Mereu –Solutions Engineer – Service Planning and Modeling

Responsibility: Alex will be responsible for the service planning and modeling and will ensure the launch is set up for success from the start. He will set flex stop locations, run simulations using the agency data, and will work with the Project Manager to ensure the service is successful.

Qualifications: As RideCo's Solutions Engineer, Alex works with the existing and prospective clients to develop on-demand service models that achieve client objectives and leverage the unique capabilities of the RideCo platform. He learns the ins and outs of an agency's operations to provide a model that both solves challenges and compliments existing operations. He develops on-demand service models that achieve clients' objectives and leverage the unique capabilities of the RideCo platform. This includes setting virtual stop locations, running simulations using transit agency data, and working with Project Managers to ensure our services are designed in a way that facilitates sustainable growth over time as ridership increases.

Adeline Chien – Senior Marketing and Outreach Manager

Responsibility: Adeline will collaborate with the NCDOT DRO's marketing personnel for the creation of marketing plan, go-to-market strategy, customer acquisition plan, and any related marketing collateral to operate and promote the service, and ensure marketing material is on-brand and following best practices.

Qualifications: As the Senior Marketing and Outreach Manager, Adeline assists RideCo's clients to successfully execute marketing campaigns and promote the service to reach ridership goals. She has worked extensively with Los Angeles County Metropolitan Transportation Authority (LA Metro) to build strategies leveraging integrated marketing channels including, but not limited to, paid digital, social, email, website, press releases, out-of-home, and community outreach. Adeline has been instrumental in helping LA Metro launch new service zones by ensuring all parts of the project are executed within budget and on time. Being a marketer, Adeline can provide insights both creatively, but also analytically based on data.

Adeline comes to RideCo with ~10 years of marketing experience from advertising agency and various brands.

Todd Allen – Director of Government Affairs

Responsibility: As a current resident of Raleigh for 30 years, Todd will work with the DROs to ensure they are taking advantage of any and all available funding for not only this project, but any future plans NCDOT/DRO is considering. Todd will also be available to support the team at local meetings where needed.

Qualifications: Todd Allen serves as the Director, Government and Community relations at RideCo working with US and Canadian federal, state, and provincial governments along with national and state/provincial trade associations. Todd has served in various industry-related roles for over 30 years, including university transit director, rural transit director, senior transit planner, and Acting Transit Administrator for the City of Raleigh, NC. Todd also worked for the North Carolina Department of Transportation (NCDOT) administering the Sections 5310 & 5311 grants, coordinated transportation, and statewide planning programs. Todd has a Bachelor of Arts degree in Political Science from Northern Illinois University and participates in many transit industry trade associations, including as current Legislative Committee Co-Chairperson and former Board Member for the North Carolina Public Transportation Association.

Location of Workers Utilized by Vendor Form (Attachment G) is on the following page.

ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with N.C.G.S. §143B-1361(b), Vendor must identify how it intends to utilize resources or workers located outside the U.S., and the countries or cities where such are located. The State will evaluate additional risks, costs, and other factors associated with the Vendor's utilization of resources or workers prior to making an award for any such Vendor's offer. The Vendor shall provide the following:

a) The location of work to be performed by the Vendor's employees, subcontractors, or other persons, and whether any work will be performed outside the United States. The Vendor shall provide notice of any changes in such work locations if the changes result in performing work outside of the United States.

b) Any Vendor or subcontractor providing support or maintenance Services for software, call or contact center Services shall disclose the location from which the call or contact center Services are being provided upon request.

Will Vendor perform any work outside of the United States? ☑ YES ☐ NO

k) References (Attachment H)

Great projects are built on trust, expertise, and innovation. RideCo is proud to be a part of many great projects that have helped several agencies solve their transit and mobility challenges. We have been thoroughly validated by the market and bring a very strong reputation for successful program delivery.

Provided below are references of customers utilizing RideCo's solution that are similar to this solicitation's scope of work.

Program: CK Rider – Concord Kannapolis Area Transit, NC (February 2023 – Present)

- **On-demand paratransit service, Number of Zones: 1, Number of Vehicles: 6**

Address: 45 Transit Court Northwest, Concord, NC 28025
Contact: L.J. Weslowski, Transit Director, (704) 920-5878, weslowlj@concordnc.gov

CK Rider operates fixed route and paratransit service in the cities of Concord and Kannapolis, NC. In 2022, CK Rider decided to replace their legacy paratransit software solution (Routematch) in search of better productivity, improved on-time performance, and a partner who could better support their long-term vision of offering county-wide demand response service and on-demand microtransit services to complement local fixed route and commuter rail and bus service to Charlotte, NC.

CK Rider selected RideCo, and within two weeks of deployment had improved PVH by 35% while also improving on-time performance. More specifically, they had a 20% reduction in vehicle service hours while seeing a 14% increase in ridership, and substantial savings in fleet operating costs.

Commending the service, Executive Director of CK Rider, L.J. Weslowski, stated:

- **"It has been one of the best business partnerships we've established in a long time – perhaps ever. That said, the most important thing is the platform, and it has been stellar so far. It's clean, smooth, and we've seen a significant increase in productivity."**

Porter County Aging and Community Services, Indiana (March 2021 – Present)

- **On-demand transit improves productivity for in-demand paratransit program (Routematch replacement) Number of Zones: 1, Number of Vehicles: 6**

Address: 1005 N Campbell St, Valparaiso, IN 46385
Contact: Bruce Lindner, Executive Director
(219) 465-7144, bhlindner@portercountyacs.org

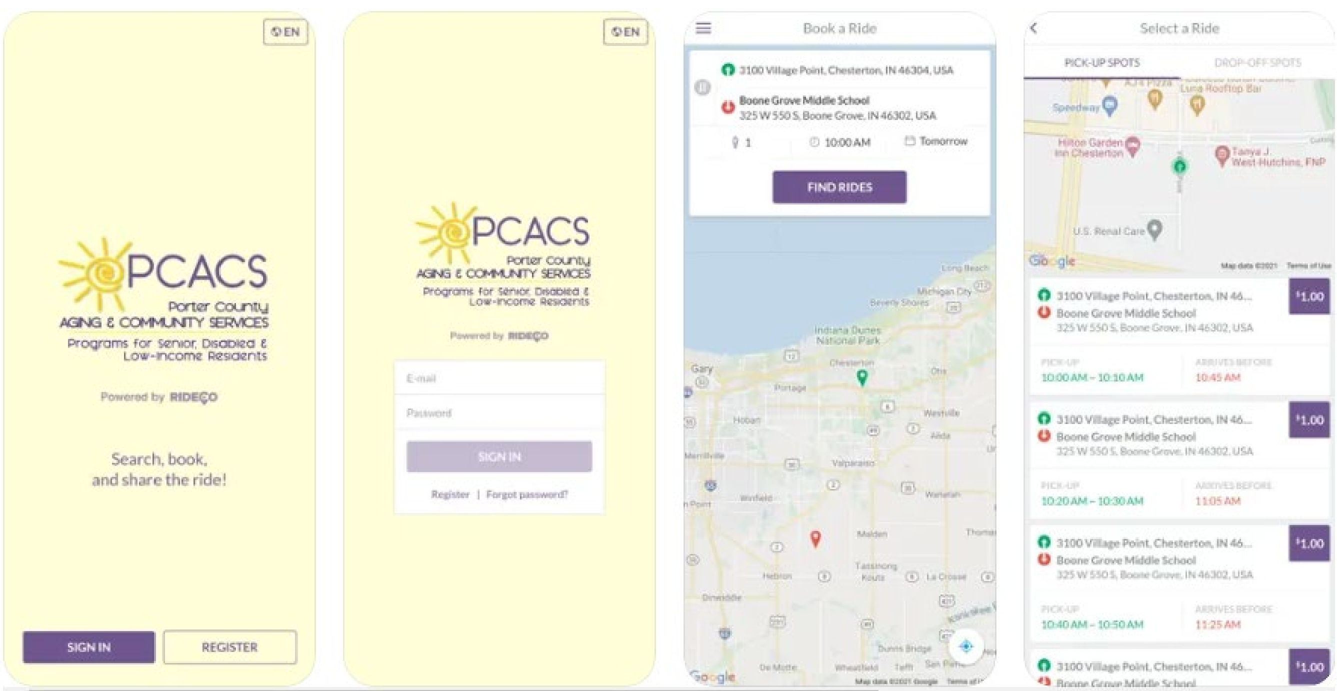
With the service population growing to include senior residents and people with disabilities, PCACS was experiencing high demand for their paratransit mobility services. However, with reliance on manual intervention and poor productivity, the organization could not keep up with the increase in demand using their existing legacy software.

Engaging RideCo's innovative solution, which now enables PCACS to offer a more productive door-to-door service that provides a convenient and seamless passenger experience for registered users across the county. The system allows passengers to book a trip on demand, up to two weeks in advance. Previously, passengers were required to book their trips at least three days in advance. Upon booking their trip, passengers are also provided with pick-up and drop-off times that have an average nine-minute pick-up wait time and an average 90%-plus on-time performance. To book their trips, passengers have increased flexible booking options: the PCACS app, website, or call center.

From December 2021 to March 2022, 33% of trips were booked by passengers through the app or website. From an operations perspective, autonomous booking through the platform requires less manual intervention, which enables more efficient allocation of PCACS resources, including toward customer service. The autonomy and improvement in customer service has contributed to PCACS' outstanding average 4.7/5 trip rating record.

Due to its continuous optimization, RideCo's platform is dynamic and incredibly responsive to real-time vehicle locations and changing traffic conditions. As a result, PCACS saw an increase in productivity with 35% shared rides and delivered 28% more rides within the first three months of launching the service with RideCo.

With the steady increase in productivity and passengers per vehicle hour, cost per passenger was also reduced by 22% in 2021 when compared to the previous year.



LC Transit – Loudoun County ADA Paratransit, VA (April 2021 – Present)

On-Demand Paratransit Solution, Number of Zones: 1, Number of Vehicles: 4

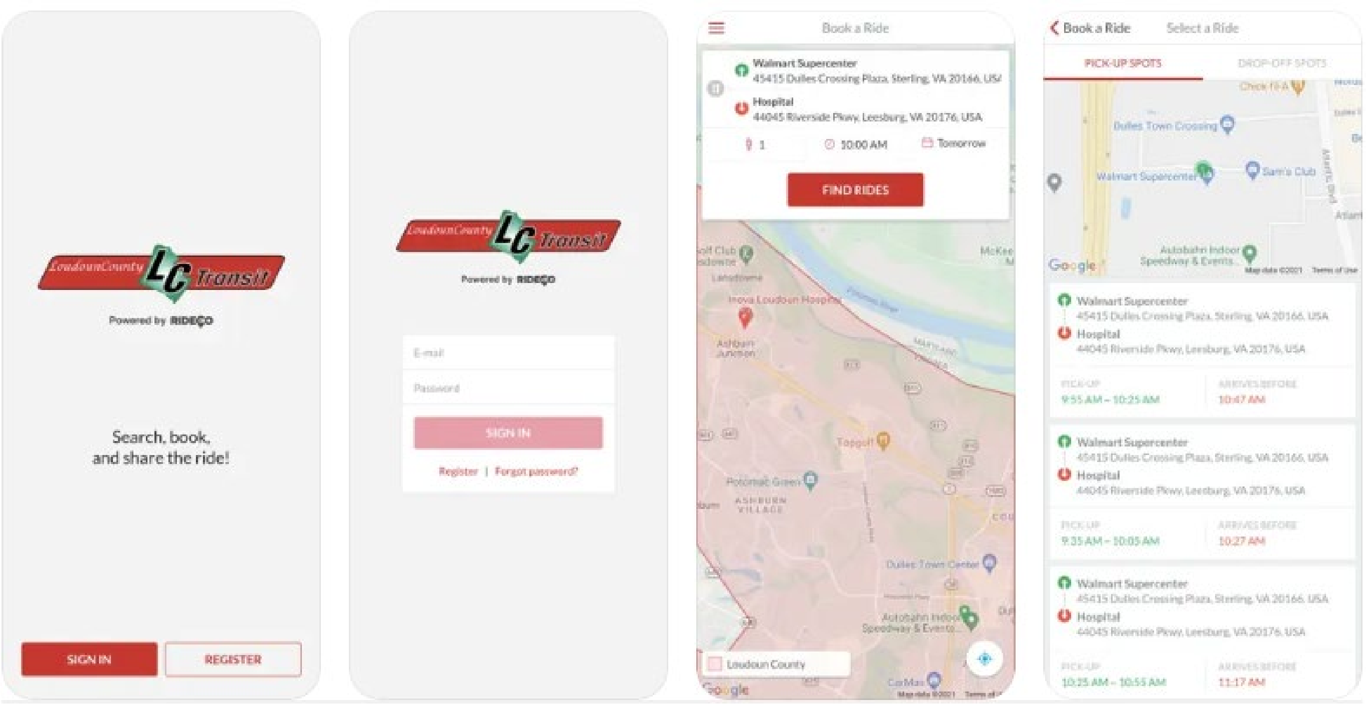
Address: 101 Blue Seal Drive, Suite 102 Leesburg, VA 20177

Contact: CJ Bright, Director of Business Development, Keolis North America
(312) 436-1814, cj.bright@keolisna.com

Located in northern Virginia, Loudoun County Transit (LCT) was providing a paratransit service that picked up and dropped off passengers around the existing local fixed route. However, with a traditional scheduling and dispatching system that only accepted call-in and subscription bookings, scheduling trips had to be done manually, which was inefficient and time-consuming.

When Keolis was engaged as the fleet operator, they partnered with RideCo to provide LCT with an automated on-demand solution. With RideCo as the technology partner, LCT and Keolis now offer an on-demand, door-to-door, paratransit service that runs more efficiently using automated scheduling and dispatching software. Calling and subscription bookings are available to riders, in addition to the new app-based booking option.

The service has seen a significant improvement across all KPIs, including passengers per vehicle hour and on-time performance. Shared rides and overall paratransit ridership have increased as well, with failed search requests being minimized using RideCo's dynamic scheduling and routing algorithm, Solver. Some service results include 96% on-time performance, <10 minutes pick-up wait time, 25% of shared rides, and 4.9/5-star trip rating.



VIA Link, VIA Metropolitan Transit, San Antonio, Texas (May 2019 – Present)

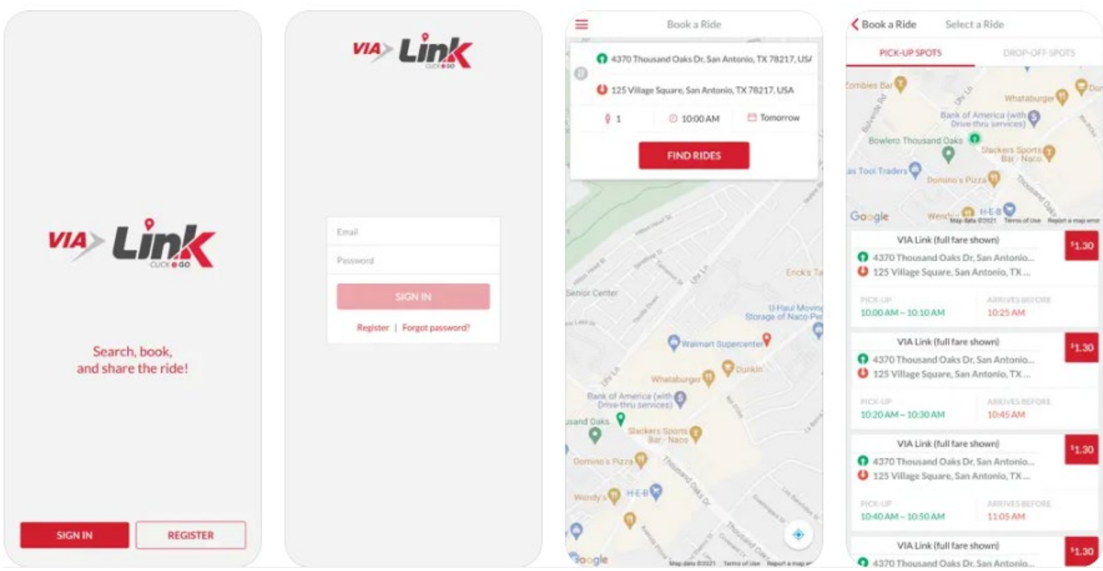
On-demand transit service, Number of Zones: 4, Number of Vehicles: 30+

Address: 123 N. Medina St., San Antonio, TX 78207
Contact: David Vidal, Manager of Contract Services
(210) 243-6036, david.vidal@viainfo.net

With few mobility options, Northeast San Antonio residents had limited access to transit hubs using the three underperforming bus routes that serviced the low-density suburban area. As the more cost-effective and productive solution, San Antonio's VIA Metropolitan Transit engaged RideCo to replace the bus routes completely with on-demand transit. Fleet operations are provided by zTrip, formerly Yellow Cab.
Introduced in 2019 with one zone, VIA Link on-demand transit expanded in 2021 with two new zones. Powered by RideCo, the app-based service provides frequent, reliable trip options in areas where traditional bus service and vehicles are not efficient. Adding to the existing service zones, the expanded VIA Link service will include new zones and cover over three times the current service area, totaling 100 square miles.

The low-density area was underserved by transit resulting in sub-par fixed-route efficiency and territory coverage. Other challenges included low-density suburban area (19 square miles), bus productivity was < 15 boardings per vehicle hour, small, fixed route catchment area, low trip frequency, and limited transit hub access.

Some of the service results include 5.0 weekday passengers/vehicle hour, 12 minutes average wait time for pick-up that was 60 minutes previously, 650 passengers per weekday, 15+ rides per customer per month, 4.7-star trip rating, and 70% of shared rides.



Houston METRO curb2curb, Texas (September 2020 – Present)

On-demand transit program (replaced Trapeze dial-a-ride), Number of Zones: 8, Number of Vehicles: 50+

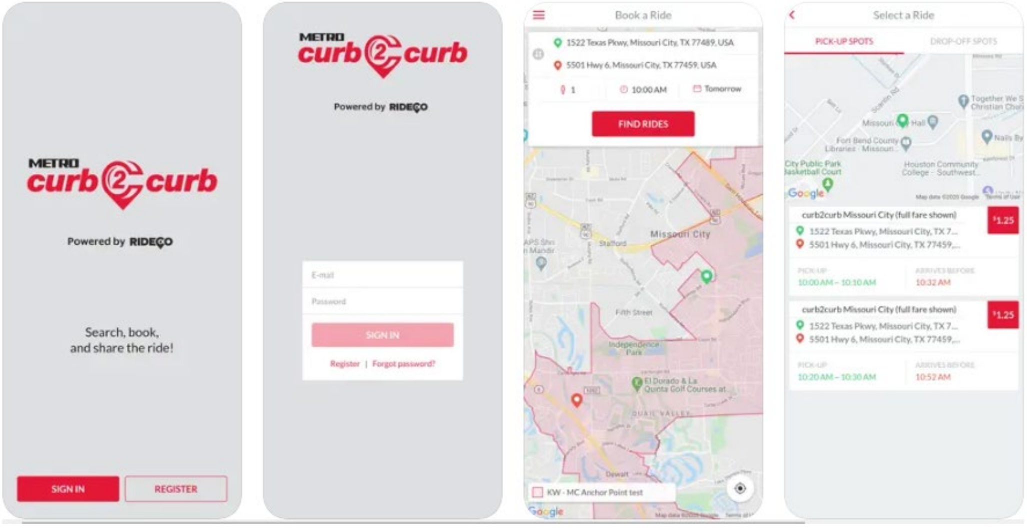
Address: 1900 Main St., Houston, Texas 77002
Contact: Michael Andrade, Director of Microtransit & Paratransit Services
(713) 750-4241, michael.andrade@ridemetro.org

The Metropolitan Transit Authority of Harris County (METRO) relied solely on their call center to manually book and schedule trips for their customers. When the agency sought to modernize its operations and upgrade its legacy dial-a-ride software, they engaged RideCo to design and operate a customized and fully automated on-demand transit system. This service increased ridership by 19% and decreased call center volumes by 50%+ within the first six weeks of the launch.

In the fourth quarter of 2021, the service expanded to Same-Day METROLIFT (Paratransit) program. Using RideCo's on-demand transit platform, METRO transitioned from its Subsidy Program operated by a local taxicab company to an on-demand paratransit service. Passengers can book same-day service through the call center for short trips less than four miles each way. These trips are then automatically scheduled and dispatched through the RideCo platform, reducing manual intervention.

The RideCo program launched in the midst of the COVID-19 pandemic, achieved significant reductions in wait times and cell center bookings, and serves over 130 passengers each day. Despite the strict pandemic mitigation measures in place, this service achieved steady ridership growth and high passenger satisfaction rates, with most users booking their trips through our easy-to-use smartphone application.

Some of the service results include 19% increase in ridership from legacy service with over 130 passengers per weekday, 54% reduction in call center bookings that were previously complete call center bookings, 10 minutes average pick-up wait times from 60 minutes previously, 98% on-time drop-off performance, 21% reduction in cost/passenger, and a 4.7-star trip rating.



I) Financial Review Form (Attachment I)

Financial Review Form (Attachment I) is on the following page.

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ATTACHMENT I: FINANCIAL REVIEW FORM

Vendor shall review the Financial Review Form, provide responses in the gray-shaded boxes, and submit the completed Form as an Excel file with its offer. Vendor shall not add or delete rows or columns in the Form, or change the order of the rows or column in the file.

1. Vendor Name: RideCo U.S. Inc. (presented financials are consolidated with parent firm)
2. Company structure for tax purposes (C Corp, S Corp, LLC, LLP, etc.): C Corp
3. Have you been in business for more than three years? ☑ ☐ No
4. Have you filed for bankruptcy in the past three years? ☐ ☑ No
5. In the past three years, has your auditor issued any notification letters addressing significant issues? If yes, please explain and provide a copy of the notification letters. ☐ ☑ No
6. Are the financial figures below based on audited financial statements? ☐ ☑ No
7. Start Date of financial statements: 1-Feb

   End Date of financial statements: 31-Jan
8. Provide a link to annual reports with financial statements and management discussion for the past three complete fiscal years:
9. Provide the following information for the past three complete fiscal years:

	Latest complete fiscal year minus two years	Latest complete fiscal year minus one year	Latest complete fiscal year
BALANCE SHEET DATA			
a. Cash and Temporary Investments	6,854,260	30,035,673	13,647,362
b. Accounts Receivable (beginning of year)	375,827	734,310	4,317,654
c. Accounts Receivable (end of year)	734,310	4,317,654	5,802,423
d. Average Account Receivable for the Year (calculated)	555,069	2,525,982	5,060,038
e. Inventory (beginning of year)	n/a	n/a	n/a
f. Inventory (end of year)	n/a	n/a	n/a
g. Average Inventory for the Year (calculated)	n/a	n/a	n/a
h. Current Assets	8,468,332	35,648,737	21,692,380
i. Current Liabilities	4,684,657	12,022,416	6,181,576
j. Total Liabilities	4,684,657	12,022,416	6,181,576
k. Total Stockholders' Equity (beginning of year)	2,497,679	4,035,113	23,919,983
l. Total Stockholders' Equity (end of year)	4,035,113	23,919,983	16,030,380
m. Average Stockholders' Equity during the year (calculated)	3,266,396	13,977,548	19,975,181
INCOME STATEMENT DATA			
a. Net Sales	6,257,190	17,927,854	31,312,011
b. Cost of Goods Sold (COGS)	3,135,062	11,481,376	21,357,486
c. Gross Profit (Net Sales minus COGS) (calculated)	3,122,129	6,446,478	9,954,526
d. Interest Expense for the Year	-	323	1,079
e. Net Income after Tax	(1,217,569)	(2,285,638)	(8,902,482)
f. Earnings for the Year before Interest & Income Tax Expense	(1,229,990)	(2,192,502)	(9,104,260)
STATEMENT OF CASH FLOWS			
a. Cash Flow provided by Operating Activities	2,424,938	929,124	(17,384,571)
b. Capital Expenditures (property, plant, equipment)	(128,252)	81,781	(16,618)

RideCo/Transit Labs Consolidated Balance Sheet (CAD)	FY20 as at 31 Jan 21	FY21 as at 31 Jan 22	FY22 as at 31 Jan 23
ASSETS			
Current Assets			
Chequing/Savings			
Chequing/Savings CAD	1,262,259	2,001,793	2,680,271
Chequing/Savings USD	5,592,002	28,033,880	10,967,091
Total Chequing/Savings	**6,854,260**	**30,035,673**	**13,647,362**
Accounts Receivable			
Accounts Receivable CAD	371,900	43,626	59,039
Accounts Receivable USD	362,411	4,274,027	5,743,385
Total Accounts Receivable	**734,310**	**4,317,654**	**5,802,423**
Other Current Assets			
Misc Receivables	4,145	151	- 164,886
Microtransit Clearing	2,569	- 158,411	97,411
HST receivable	39,045	43,883	85,568
SRED Receivable	480,000	480,000	480,000
Prepaids	354,003	929,788	1,744,502
Total Other Current Assets	**879,762**	**1,295,410**	**2,242,594**
Total Current Assets	**8,468,332**	**35,648,737**	**21,692,380**
Fixed Assets			
Furniture & Fixtures	57,723	71,262	79,491
Security System	14,530	16,295	77,930
Computer Equipment	112,415	262,018	376,72[illegible]
Leasehold Improvements	140,209	140,2[illegible]9	2[illegible]82
Other Equipment	19,222	20,54[illegible]	30,290
Accum Depr Furniture & Fixtures	- 19,665	- [illegible]8,629	- 37,980
Accum Depr Security System	- 2,345	- 5,[illegible]27	- 14,850
Accum Depr Computer Equipment	- 51,140	- 112,380	- 204,626
Accum Depr Leasehold Improve	- 23,3[illegible]	- 70,105	- 23,656
Accum Depr Other Equipment	- 1,922	- 5,898	- 6,111
Total Fixed Assets	**[illegible]5,65[illegible]**	**287,883**	**513,798**
Other Long Term Assets			
Intangible Assets	5,778	5,778	5,778
Total Other Long Term Assets	**5,778**	**5,778**	**5,778**
TOTAL ASSETS	**8,719,770**	**35,942,399**	**22,211,955**
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable CAD	33,939	21,599	10,654
Accounts Payable USD	150,747	687,358	2,793,065
Total Accounts Payable	**184,686**	**708,957**	**2,803,718**
Other Current Liabilities			
Credit Cards	18,736	145,804	112,835
Accrued Liabilities	153,212	1,678,547	2,842,810
Lease Liability	-	32,924	18,821
Share Subscription funds in trust		1,012,991	-
HST Payable	24,733	- 7,675	- 24,180
Due to/from	28,724	-	-
Deferred Revenue	4,258,566	8,434,867	347,184
Client deposits	16,000	16,000	80,388
Total Other Current Liabilities	**4,499,971**	**11,313,459**	**3,377,858**
Total Current Liabilities	**4,684,657**	**12,022,416**	**6,181,576**
Long Term Liabilities			
Long Term Liabilities	-	-	-
Total Long Term Liabilities	**-**	**-**	**-**
Total Liabilities	**4,684,657**	**12,022,416**	**6,181,576**
Equity			
Common Shares	2,803,135	2,803,973	2,803,861
Preferred Shares		33,683,186	34,696,177
Retained Earnings	- 9,063,976	- 10,281,543	- 12,567,177
SAFE Investment	2,658,477	-	-
SAFE Investment Round 2	763,837	-	-
SAFE Investment Round 3	1,991,125	-	-
SAFE Investment Round 4	2,614,820	-	-
SAFE Investment Round 5	730,261	-	-
SAFE Investment Round 6	2,755,000	-	-
Net Income	- 1,217,567	- 2,285,633	- 8,902,482
Total Equity	**4,035,113**	**23,919,983**	**16,030,380**
TOTAL LIABILITIES & EQUITY	**8,719,770**	**35,942,399**	**22,211,956**

CONFIDENTIAL

RideCo/Transit Labs Consolidated Income Statement (CAD)

	FY 20 YTD	FY 21 YTD	FY 22 YTD
Ordinary Income/Expense			
Revenue			
Software and Services Revenue	2,018,796	5,173,668	5,998,063
Turnkey Revenue	4,238,395	12,754,187	25,313,948
Total Revenue	**6,257,190**	**17,927,854**	**31,312,011**
Cost of Goods Sold	-	-	-
Total COGS	**3,135,062**	**11,481,376**	**21,357,486**
Total Net Revenue	**3,122,129**	**6,446,478**	**9,954,526**
Expense			
Operations & Support			
Total Operations & Support	**367,686**	**1,783,646**	**3,397,550**
Gross Profit	**2,754,443**	**4,662,832**	**6,556,976**
Gross Profit Margin	**88%**	**72%**	**66%**
General & Administration	-	-	-
Total General & Administration	**1,060,584**	**2,899,941**	**3,522,245**
Research & Development	-	-	-
Total Research & Development	**2,022,440**	**2,683,171**	**4,830,493**
SRED Tax Credit	- 481,261	- 482,934	- 645,326
Total Research & Development Net of SRED	**1,541,179**	**2,200,237**	**4,185,167**
Sales & Marketing	-	-	-
Total Sales & Marketing	**1,365,451**	**2,109,507**	**5,611,608**
Total Expense	**4,334,900**	**8,993,331**	**16,716,570**
Net Ordinary Income	**- 1,212,772**	**- 2,546,853**	**- 6,762,045**
Other Income/Expense	-	-	-
Other Income	-	-	-
Total Other Income	189,545	55,107	129,449
Other Expense	-	-	-
Total Other Expense	**194,343**	**- 206,108**	**2,269,886**
Net Other Income	**4,797**	**- 261,216**	**2,140,437**
Net Income	**- 1,217,569**	**- 2,285,638**	**- 8,902,482**

Prepared By Geanina Bozsitz, CPA CMA
Director of Finance at TransitLabs and Rideco Inc.
geanina.bozsitz@rideco.com 1-519-502-9556

m) Errata and Exceptions

RideCo has no exceptions at this time.

n) Vendor's License, Maintenance, and Service Level Agreements

Technical Support and On-Going Maintenance

RideCo will be solely responsible for maintaining, managing, updating, and upgrading the platform. We will provide the agency with the following support services:

- Clarification of software functionality.
- Adjustments to software configuration.
- Creation of new program/service configurations based on pre-existing templates in the software.
- Advice on the use and results of the service offerings.
- Resolution of problems directly relating to the software.

RideCo's multi-tenant cloud platform is continuously updated monthly at no additional cost during the period of the contract so that our customers always have the latest version of the software. Updates and bug fixes to the software are provided free of charge throughout the life of the contract. Bug fixes and upgrades occur silently in the background, without users noticing. We provide the agency with prior notice of all bug fixes and system/software maintenance or outages, and our customer support team is available to answer any questions the agency has regarding these updates.

Release cycles are typically done on a monthly cadence but require no downtime and will be transparent to the agency and all customers. Releases contain a combination of bug fixes, security updates as well as new features as we continue to enhance the cloud-based platform.

RideCo has a 99.99%+ platform uptime record, and our technical team offers 24/7 support for critical platform issues. Our system is configured to immediately notify our engineers of any issues such as downtime, and issues are often resolved before the end-user is affected or even aware of them. Additionally, our solution's Recovery Time Objective (RTO) is typically 2 hours or less, but can be redefined during the contract. Recovery Point Objective (RPO) is 0-2 hours because of multiple availability zones and other replication databases. We also have nightly backup in the event of an extreme disaster with widespread impact.

For day-to-day business support (e.g., interpretation or configuration of dashboards), support is provided within one business day. The customer support team will be available by phone, email, and Zendesk. All calls and online support provided will be logged by the contractor through a Zendesk portal. Issue and action items shall be tracked and logged. The log shall be accessible 24 hours, 7 days a week. For business support (e.g., interpretation or configuration of dashboards), support is provided in accordance with our service level agreement.

RideCo's support extends beyond launch and the hand-off. We continue to provide proactive support throughout the duration of the contract. RideCo's experienced project team will schedule regular meetings after launch, during which they will review the performance of the service and provide proactive data-driven recommendations for service improvements and modifications.

Technical support is available if operators need assistance while providing the service. All vehicle operators go through an orientation program, which includes customer service, dispatch, administration, and maintenance procedures. The last phase of the orientation is to perform a "ride around" with an experienced driver for final training and to answer any questions. Drivers then perform a soft launch or "mock go-live" wherein they pick-up both fake passengers and real test users (typically RideCo and transit agency staff) to smooth out any last-minute issues that might arise and to ensure that drivers begin active service confident in their ability to understand all features and functionality of the Driver App. If vehicle operators require assistance during the service, they will have the following options:

- Referencing their driver training handbook provided to them during training (handbook will be stored in every vehicle supporting the program)
- Contacting dispatch through an emergency phone number.

While vehicle operators may also leave feedback/request assistance through support tickets and other written means, the support required during active service would be for emergency-type scenarios such as vehicle breakdowns, passenger injuries, car accidents, etc. This means that anything other than immediate communication (through a phone call) would not be a feasible solution to immediately providing the driver in question with the support they require.

In addition, technical support is also available if the agency needs assistance using backend tools for creating reports. RideCo provides technical support for all aspects of the back-end platform, such as:

- Support for using and interpreting the dashboards and capabilities of the system.
- Configuration changes in the system, including updates to service territory, flex stop locations, pricing, referral, and coupon codes, etc.
- Data analytics services to provide weekly or monthly reports.
- Education and training for new features deployed with software updates.

INCIDENT MANAGEMENT

Incidents are reported by several stakeholders: RideCo, riding public, and client staff. Incidents identified by RideCo and clients are reported through the Zendesk CRM (Customer Relationship Management) portal. The riding public may report any issues through the app "Contact Us" page or contact the client call center.

All tickets reported are captured in the Zendesk CRM portal. Support for general service information, complaints related to drivers and vehicles, etc., are classified as Tier 1 and are handled by the client's customer service team. Complaints about the app or any technical related topics are classified as Tier 2 and are handled by RideCo.

For day-to-day business support (e.g., interpretation or configuration of dashboards), support is provided within one business day. The Customer Support team will be available by phone, email, and Zendesk.

RideCo has also developed a customer-facing support portal that can be found at https://support.rideco.com/. This extensive knowledge base is continually updated with the latest RideCo release information as well as useful articles and FAQs that promote self-learning and growth for the ongoing program. This portal also contains user guides, announcements, and single-click access to contact RideCo to share ideas. This portal can also be used to submit requests to the RideCo team for support.

Standard Support Level – SLAs

Support Response Time

Priority	Response Time	Update Frequency	Resolution Time
High	Reviewed by RideCo staff and support ticket updated/created within 2 hours.	Every 2 hours or as mutually determined.	Within 24 hours. RideCo will attempt to resolve all high priority issues within 24 hours, however resolution times may be longer depending on the nature and complexity of the problem.
Medium	Reviewed by RideCo staff and support ticket updated/created within 12 hours.	Every working day or as mutually determined	Within five (5) business days
Low	Reviewed by RideCo staff and support ticket updated/created within 24 hours.	Every week or as mutually determined.	RideCo shall notify Customer within ten (10) business days of the analysis of the problem, the intended fix, and the release in which it will be delivered. Where feasible, RideCo shall provide a temporary workaround to Customer.

Priority Levels

High	Business critical problems that affect the availability or access of or to the service offering for most users.
Medium	Not critical but important problems that materially interrupt or restrict the normal production running of the Software (affecting a minority of users).
Low	Not business critical or important. Issues that do not materially impact the normal production running of the Software.

Resources and Forms of Support

Support Portal	Utilized for medium or low priority items. https://support.rideco.com/
Emergency hotline	Used for critical / high priority items [**Customer specific emergency telephone number]

We have provided RideCo's Subscription and Services Agreement (Software) as an attachment in Section q.

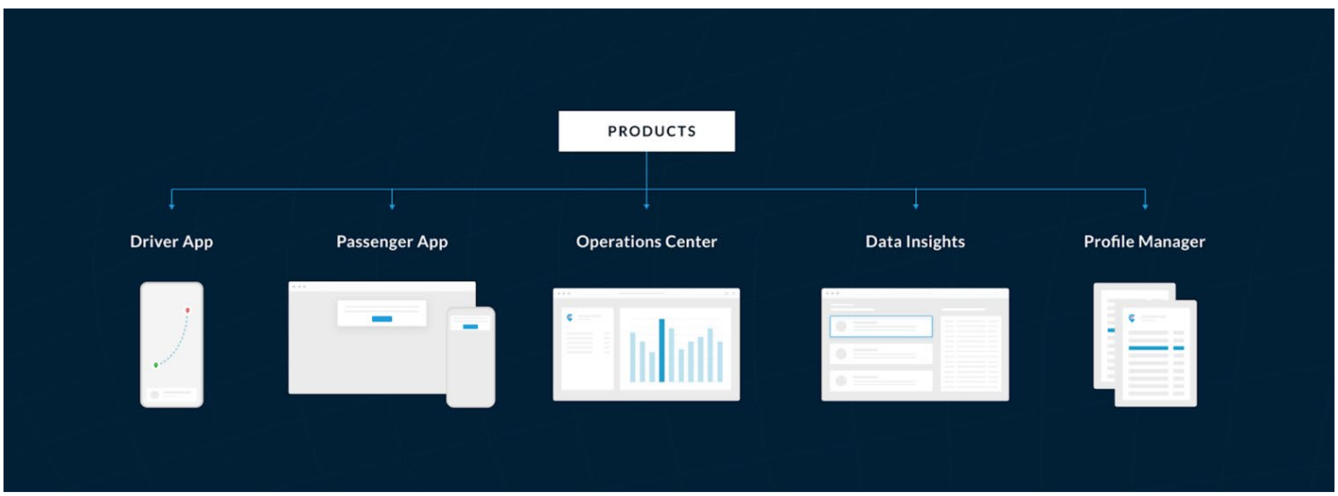
o) Supporting Material

Proposed Software Solution

RideCo's technology was built with a mobility-for-all vision, taking account of pre-planned paratransit requirements and the changing expectations of passengers. We have built the next generation of on-demand software and have revolutionized the industry by incorporating automated functions related to scheduling, dispatching, routing, and reporting. These features have elevated the passenger experience, increased reliability, and adaptability, and have reduced manual labor through automation and have seen large scale vehicle efficiency gains through the use of continuous optimization of vehicle manifests.

RideCo's paratransit software solution for NCDOT DROs has the following primary components:

- **Passenger App:** Customer facing smartphone application, web portal, and internal concierge tool for trip reservation & management.
- **Driver App:** In-vehicle driver facing application for automated vehicle location, mobile data communication, and real-time dispatch and data collection.
- **Solver:** Industry-leading RideCo's proprietary cloud-based routing optimization system.
- **Operations Center:** Dashboard suite designed to streamline operations and service monitoring for your dispatch center.
- **Data Insights:** Standardized and custom reporting to provide the operational and business intelligence required to monitor your deployment.
- **RideCo's Profile Manager (RPM):** Centralized space to store all your passenger information including ride preferences, emergency contacts, standing orders, and more.
- **Eligibility Management Portal:** Platform that manages qualification of passengers.

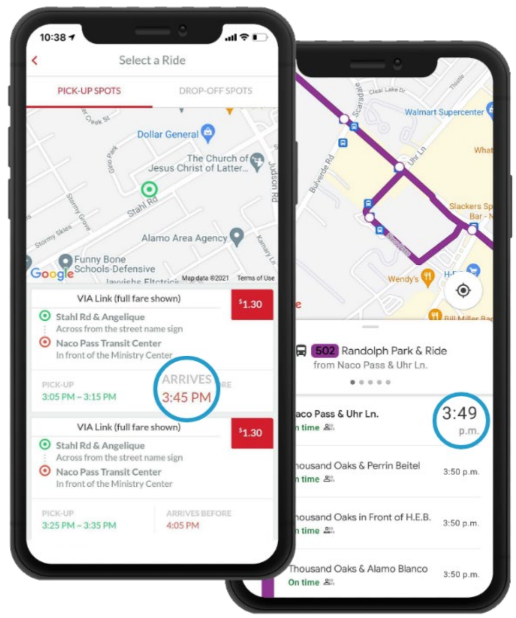


These components are flushed with built-in features and functionality and aim to enhance two areas: the passenger experience and the operational experience. To improve the passenger experience, RideCo delivers the transit industry's highest rated smartphone app, white-labeled with agency branding, provides stand-alone and/or integrated electronic payments, and is connected directly to the existing fixed-route network.

The technology is also built to maximize the operational experience. Reservationists are provided easy tools to book trips on behalf of passengers while schedulers and dispatchers are provided relief with automated scheduling and dynamic optimization tools, and "Solver" (our cloud-based optimization tool) delivers world-leading passenger per vehicle mile (PVM). Real-time communications and data collection with the in-vehicle Driver App increases operational efficiencies and reduces redundancies and errors.

Passenger App and Passenger Experience

RideCo's Passenger App makes demand response travel booking quick, easy, and intuitive. The app is available on iOS and Android, as well as via any standard web browser (with the same functionality). The app is highly configurable and can be modified to align with the NCDOT DRO's unique service parameters.



The Passenger App is well received by transit passengers, consistently receiving 5-star reviews, and **averaging 4.7 – 4.9 stars across all of our managed services**. This adoption is not only a welcome change for passengers, but it shifts the burden historically placed on transit providers to staff call centers as we consistently see reductions in **call center volume between 50 – 65%** in the first year of deployment.

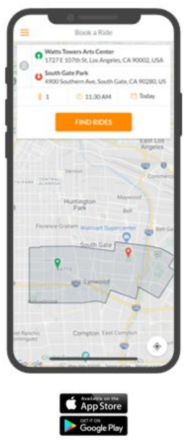
We have provided RideCo's Passenger App walkthrough as an attachment.

Wide Range of Booking Options: Passengers can reserve rides on their own by using a mobile application or their computer using a booking website. They also have the option of dialing into a call center utilizing RideCo's reservationist portal. Reservationists will use a special version of the web app that allows them to book trips on behalf of the passenger calling in. Rides can be booked on-demand or up to a month in advance, including easily booking multiple rides in the case of repeat appointments. We have seen that RideCo's solution is easily adapted by the passengers using the app to book rides, thus reducing call center volumes. One example is **the Houston METRO Curb2Curb program where the service increased ridership by 19% and call center volumes decreased by 54% within the first 6 weeks with RideCo's solution**.

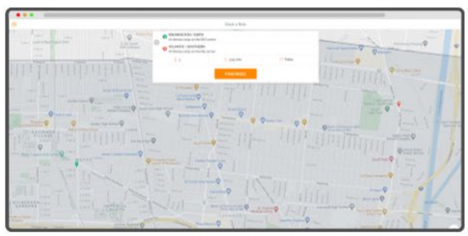
Recurring rides, also known as standing orders or subscription trips, can be coordinated with reservationists, and are input into vehicle schedules prior to pre-booking being opened to any other users. As the schedules get created, these bookings are automatically inserted and optimized against the vehicle run to ensure these trips are serviced at the previously negotiated time with the user so that they get to their destinations on time.

Additionally, the passenger's account/profile allows to identify special needs in terms of fare payment, vehicle type, accessibility, etc. The Passenger App allows to book seat types, e.g., the seat selection function allows a paratransit passenger to book a ride for themself, for a companion, or a wheelchair-accessible seat; companions can also book rides on behalf of passengers with disabilities.

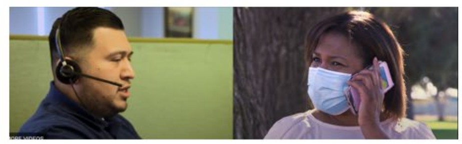
Smartphone App



Web Booking App



Call-in Reservations



Passenger Communication and Trip Updates: To ensure that passengers are kept updated for their upcoming or in-progress rides, SMS, anonymous calling between drivers and passengers, and automated callouts (IVR) are available to inform passengers of their trip details. In addition to this, passengers can use a mobile or web application to check the status of their trip, including real time ETAs and vehicle location without the need to dial into a call center.

Our technology provides a guaranteed pick-up time, and RideCo's average on-time performance is 98%, providing a consistent and enjoyable passenger experience.

User Segmentation and Service Variation: To support commingling (paratransit and microtransit service using a single fleet) and provide a personalized passenger experience or to offer different service levels based on the type of ride being booked, passengers can be offered different stop types, wait times, onboard times, seat configurations and many other service parameters. These parameters can be automatically tailored based on seat types, known passenger lists, origin, destination and zones , time of day, and day of the week.

Some practical uses of this high level of commingling customization would be offering different service levels on weekdays vs weekends, peak vs off-peak hours, or even for trips to medical centers vs general destinations.

Accessibility and Screen Readers: To ensure a consistent and easy experience for all passengers, RideCo's Passenger App aims to be compliant with the latest Web Content Accessibility Guidelines (WCAG). This means that our mobile booking application and web booking portal are providing an accessible experience for all users including those who may rely on assistive technology like screen readers or braille devices. In addition, we have incorporated maintaining accessibility into our quality assurance practices, so every change to our booking app is tested with accessibility compliance tools as well as with screen readers prior to being released.

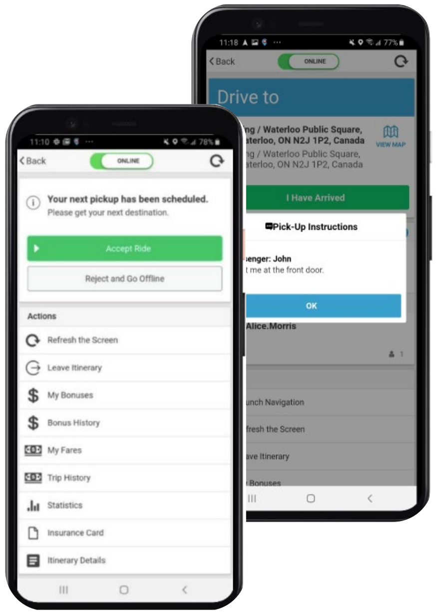
Automatic Booking Limitations: In order to enforce agency policies around high cancellations or no-shows, the system can automatically place temporary booking limitations on users who have a high rate of these occurrences. By discouraging and preventing unfavorable behavior from passengers, services can run more efficiently without the impact of users who are misusing the system. This feature takes the approach of educating users about their impact on service rather than removing their ability to book altogether, and users who correct this behavior will automatically have limitations removed.

Customization: RideCo's highly configurable Passenger App can be white labeled according to the NCDOT DRO's branding guidelines. The following are just a few of the features and service parameters that are fully customizable:

- Service offering (hours, FAQs, a support phone number, and in-app feedback tools).
- Zone boundaries are entirely customizable with the ability to create multiple zones and connect those zones to external point locations outside the customized boundary.
- Seat types for supported mobility options: RideCo can accommodate any seat type in the agency's fleet. Users will be able to select the desired seat type and our system will automatically dispatch the correct vehicle. Examples of seat types used by other agencies include "General Seat," "Wheelchair Seat," "Service Animal", "Bicycle Rack Seat".
- Fare levels: RideCo provides a flexible faring system that enables the agency to uniquely set fares by seat type to align with the rest of its network. This provides the option to set a "general fare," "reduced fare", "paratransit fare" or any other specific fare you might wish to provide.
- Accepted fare media: RideCo's system enables multiple fare payment options. Users can pay online with a credit card through the app, or with cash, pass, and transfer. The driver will be notified through the Driver App of which fare to expect at the time of boarding.
- Customizable coupon codes: RideCo provides powerful configurable coupons that can be easily created by the agency to work for specific user groups, to specific locations, and within specific time windows. They can be set to expire after a set time, or after a specific number of uses and will reduce the fare due by the configured amount. Coupons are often used for promotional purposes at the start of a service or for special events.
- Service level by passenger type: RideCo can manage eligibility for different user groups and can provide different levels of service based on eligibility. Most commonly providing paratransit passengers with curb-to-curb service, while general passengers receive flex stop-to-flex stop service.

Driver App and Driver Experience

RideCo's Driver App is powered by standard off-the-shelf Android smartphones or tablets. The app offers user-friendly step-by-step instructions to facilitate fully automated dispatching and dynamic routing, and provides real-time, turn-by-turn navigation support – including audiovisual directions (on-screen) and notifications through Google Maps.

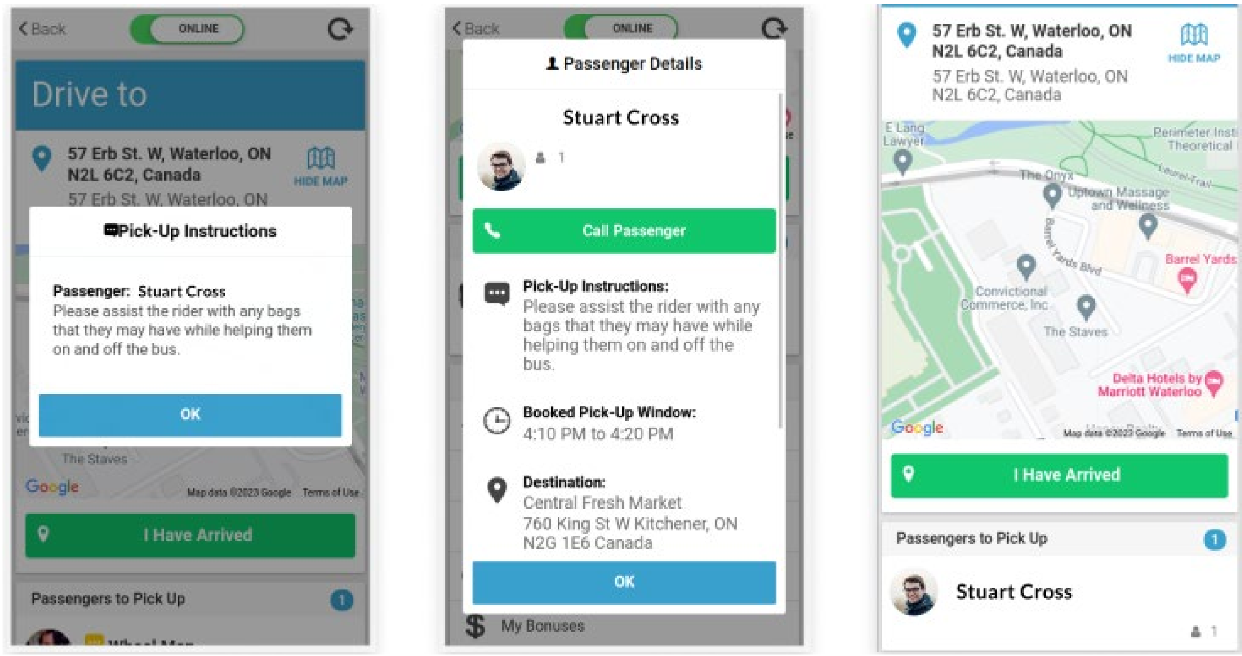


The app is powered by RideCo's backend routing engine, which integrates real-time traffic data with drive time estimates and route generation. Cancellations do not impact the system as drivers are only provided with one step at a time. Cancellations are simply removed from the tentative schedule, and no vehicle is dispatched. No-shows do occur from time to time. When a driver arrives at the pickup location, and presses "I have arrived" the driver application will begin a wait timer. Once the timer has expired, the driver will have the option to press "no show". After confirming "no show" the driver will be provided the next step, which could be another pickup or drop off.

We have provided RideCo's Driver App walkthrough as an attachment.

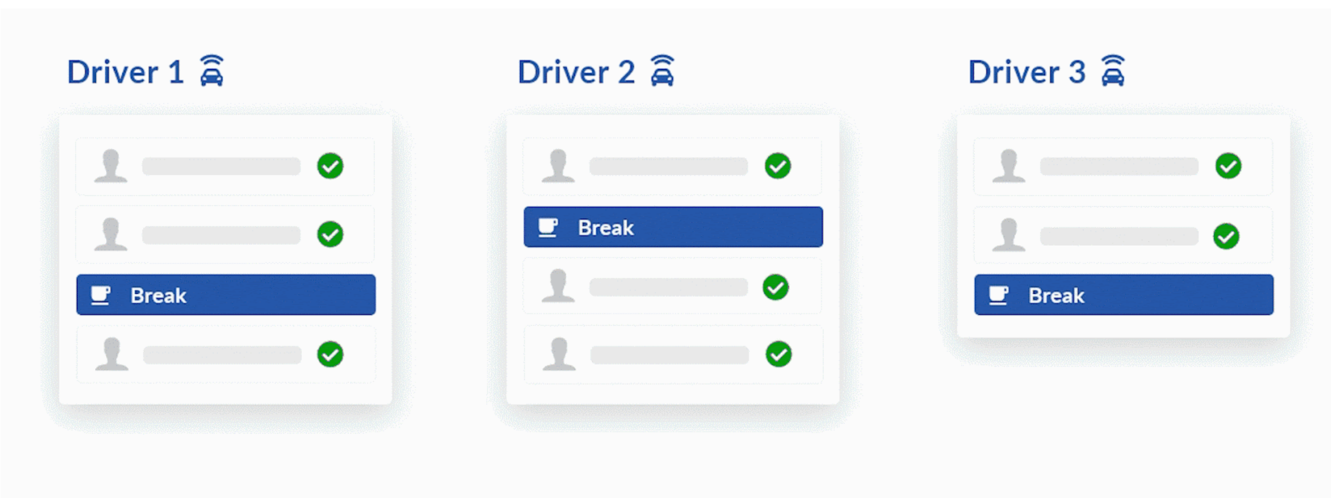
Variable Wait Times: Drivers are scheduled to have different boarding and alighting times based on the passenger seat types, passenger eligibility, or even specific stop types (e.g., medical centers). This ensures that drivers are given the appropriate amount of time when providing service to higher needs passengers, or when utilizing ramps, lifts, and mobility device securements.

Passenger Notes for Drivers: In addition to the specific seat or fare type for a given passenger, specific trip details can be communicated directly to drivers to let them know of any passenger information such as disabilities or requested accommodations.



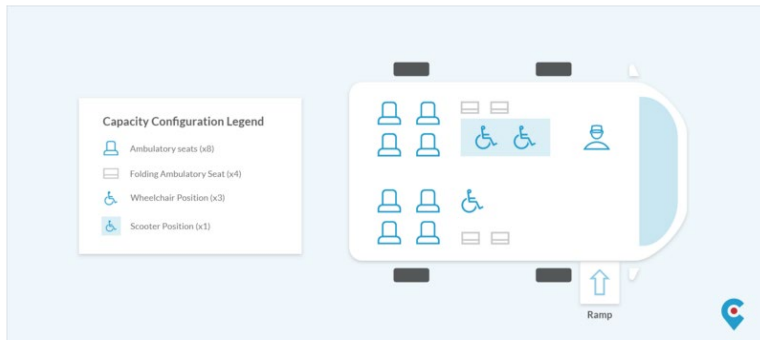
FLEET MANAGEMENT AND OPERATIONAL EFFICIENCIES

Automatic Dispatch and Continuous Optimization: Leveraging Solver – RideCo's proprietary cloud-based logistics platform – as soon as a trip is booked, whether it is on-demand or a month ahead, it is assigned directly into a vehicle manifest. This happens automatically and immediately following the trip negotiation process instead of during a separate scheduling/batching activity.



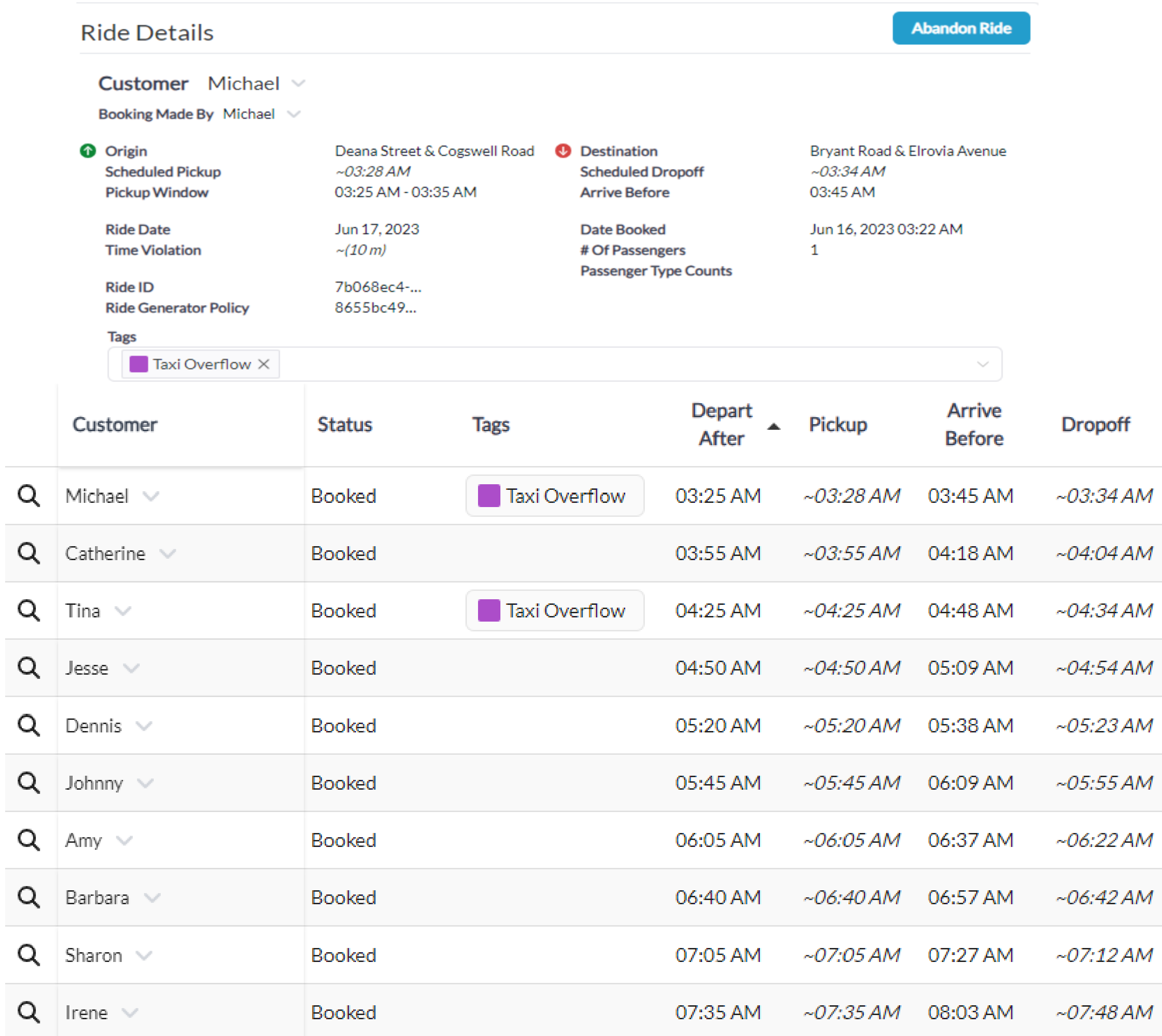
From this point, the ride will continuously be optimized against all available manifests or scheduled vehicle runs to ensure it is picked up and dropped off on time. In the event a vehicle breaks down, becomes unavailable, or even just falls behind schedule, the RideCo's Solver engine automatically reassigns future rides for that vehicle to other available vehicles to ensure rides are still picked up and completed on time. On the other hand, if a scheduled ride is canceled or if a vehicle is running ahead of schedule, it may be reassigned a new trip after taking into consideration the on-time performance and positions of all other vehicles to ensure the most efficient ride assignments are established for the entire fleet.

Capacity Optimization: RideCo's fleet management capabilities give agencies more freedom in their day-to-day operations by improving on otherwise manual processes. Built within the RideCo software is the Capacity Optimizer, which intelligently assigns passengers to vehicles based on the capacity/seat type that is selected at the time of booking. This means, each vehicle will be scheduled in a manner that optimizes boarding/alighting time and passenger onboard time based on the capacity types of each passenger in the system at that point in time. Each vehicle in the fleet is able to have individual capacity configurations based on the characteristics of that particular vehicle or set of vehicles.



Trip Tagging (Manual Override): RideCo's Trip Tagging feature allows dispatchers to perform manual overrides while still leveraging the power of RideCo's optimization engine, Solver. Through Trip Tagging (manual override), dispatchers have the ability to assign a ride to a specific vehicle or fleet/set of vehicles, and the system will automatically honor this change. Through Trip Tagging, a specific group of rides can be manually grouped into a single run to ensure consistency and grouping. Through Solver, the system leverages continuous optimization and schedules other rides around this manual change to ensure overall system performance is not impacted. The benefit of doing this is that upcoming rides in the system will be re-optimized as well, which limits the impact to on-time performance of other passengers.

This is an essential component for any manual override system, as it gives the dispatchers confidence that any change, they may make to a schedule will not have negative downstream impacts to future rides. There is no need to make any adjustments to rides other than the ones that need to be altered manually. Potential impacts to other rides are recognized by Solver to be automatically mitigated due to Global Continuous Optimization.



Ride Details

Abandon Ride

Customer Michael

Booking Made By Michael

Origin	Deana Street & Cogswell Road	Destination	Bryant Road & Elrovia Avenue
Scheduled Pickup	~03:28 AM	Scheduled Dropoff	~03:34 AM
Pickup Window	03:25 AM - 03:35 AM	Arrive Before	03:45 AM
Ride Date	Jun 17, 2023	Date Booked	Jun 16, 2023 03:22 AM
Time Violation	~(10 m)	# Of Passengers	1
		Passenger Type Counts	
Ride ID	7b068ec4-...		
Ride Generator Policy	8655bc49...		

Tags

Taxi Overflow

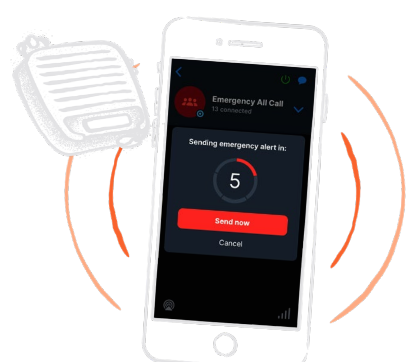
Customer	Status	Tags	Depart After	Pickup	Arrive Before	Dropoff
Michael	Booked	Taxi Overflow	03:25 AM	~03:28 AM	03:45 AM	~03:34 AM
Catherine	Booked		03:55 AM	~03:55 AM	04:18 AM	~04:04 AM
Tina	Booked	Taxi Overflow	04:25 AM	~04:25 AM	04:48 AM	~04:34 AM
Jesse	Booked		04:50 AM	~04:50 AM	05:09 AM	~04:54 AM
Dennis	Booked		05:20 AM	~05:20 AM	05:38 AM	~05:23 AM
Johnny	Booked		05:45 AM	~05:45 AM	06:09 AM	~05:55 AM
Amy	Booked		06:05 AM	~06:05 AM	06:37 AM	~06:22 AM
Barbara	Booked		06:40 AM	~06:40 AM	06:57 AM	~06:42 AM
Sharon	Booked		07:05 AM	~07:05 AM	07:27 AM	~07:12 AM
Irene	Booked		07:35 AM	~07:35 AM	08:03 AM	~07:48 AM

Dynamic Driver Breaks: RideCo's patented Dynamic Driver Break feature intelligently determines the best time for a driver to go on break during their shift. The system considers the driver's current location, upcoming pickups, status of other drivers and rides, in optimizing the allocation of breaks. By doing so, it minimizes dead-heading, better matches supply with demand, and ensures OTP. Considering ride demand over the course of their shift, any union or agency requirements and any other relevant criteria (e.g., driver special allowances), breaks will be assigned to drivers at the appropriate time to minimize disruption to the greater schedule. This eliminates the need for dispatch to manually assign and communicate breaks and ensures that each driver gets a break without compromising operational efficiency.

Break prompts come through the Driver App at the first moment that a driver has dropped off their last in-vehicle passenger, and driver's scheduled break period in the system has begun. Driver break rules can be configured to agency's preference or union requirements (as applicable). The RideCo platform ensures that no driver is ever scheduled for a break in an area without appropriate parking, washroom facilities, and a store/food location.

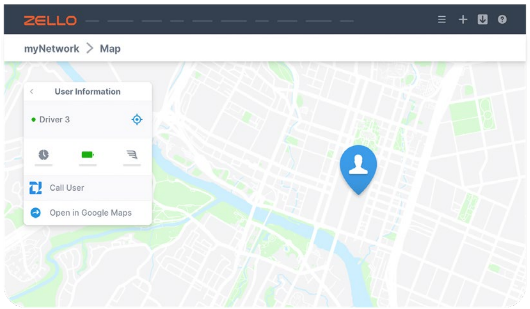
Funding Source Reconciliation: To help agencies with funding source reconciliation (e.g., Medicaid) all relevant data points about a trip are stored and reported from within the RideCo system. Any additional data pieces, for example trip purpose, can be prompted for at the time of booking by users or reservationists and will also be reported alongside the core ride data.

Dispatcher/Driver Communication (VoIP): RideCo can also offer NCDOT DROs a VoIP solution to allow communication between the driver and dispatch that is not visible to the passenger (call & text). RideCo will collaborate with Zello. Based out of Austin, Texas, Zello offers an industry-leading push-to-talk (PTT) solution that emulates walkie-talkies over cell phone networks. The app works like a 2-way radio on any smart device and any network, providing an excellent back up to the radios, while also providing a solution that can even take over primary communication if desired within the project. With over 8 billion live voice messages delivered monthly, Zello is the highest rated PTT solution (based on Apple Store and Google Play).



Zello enables users to send voice messages, images, texts, and alerts. With the ability to centrally store communication and filter by channel, user, and time, historical communication data can be revisited.

To help drivers contact dispatch while in distress, the emergency alert functionality can be utilized to establish a connection on a priority channel. With this priority channel connection established, designated responders are immediately alerted; the first 10 seconds of driver audio is automatically captured and transmitted, and the GPS location is forwarded to dispatch.



Through Zello's dispatch hub, both 1:1 and channel wide broadcast communication options are available. All incoming voice messages are transcribed, providing the dispatchers the flexibility to read messages when necessary. Dispatchers can transfer calls to other dispatchers or place the call back into the pending call list. Even when drivers have no coverage during the time of transmission, broadcast messages can be stored and later sent once cell coverage is recovered.

RideCo Profile Manager (RPM)

RideCo's Profile Manager is a centralized space to store passenger information including ride preferences, emergency contacts, standing orders, and more. The RPM is an essential tool for managing client information, helping drivers stay informed, and providing the best possible service.

Supplemental customer information can be stored in a custom-built RPM. This data is automatically synchronized with existing RideCo profiles and can be displayed to dispatchers when booking rides. All data stored in this Profile Manager is compliant with the Health Insurance Portability and Accountability Act (HIPAA), which means sensitive data like disability and health information is stored and transmitted securely. RPM's robust reporting engine allows you to create and manage custom reports on passenger information and other metrics like demographics or service levels for the purposes of internal planning, executive reporting or even to fulfill FTA audit requirements.

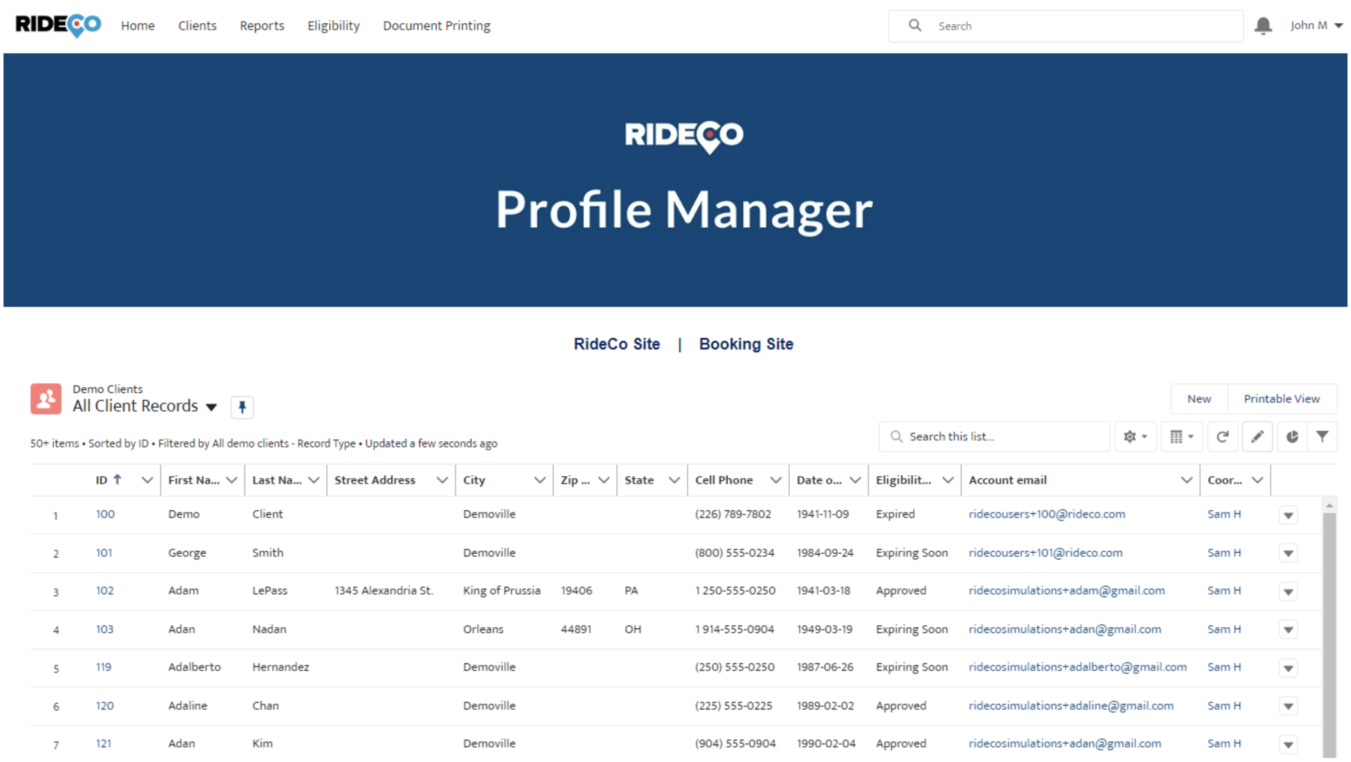
Service Quality: The RPM gives vehicle operators access to important passenger information, such as health information, emergency contacts, or any mobility devices they may use, giving passengers the most personalized experience possible.

Standing Order Booking: The RPM allows for standing order booking, which is perfect for riders who need transportation on a regular basis, such as daily or weekly trips. With the ability to book standing orders, you can ensure riders always have a ride when they need it, without having to schedule each trip manually.

User Group Applications: For your paratransit services, you can easily collect and review applications from passengers with disabilities. If you provide transit for students, RideCo's Profile Manager allows you to manage student applications and ensure that only authorized riders are transported.

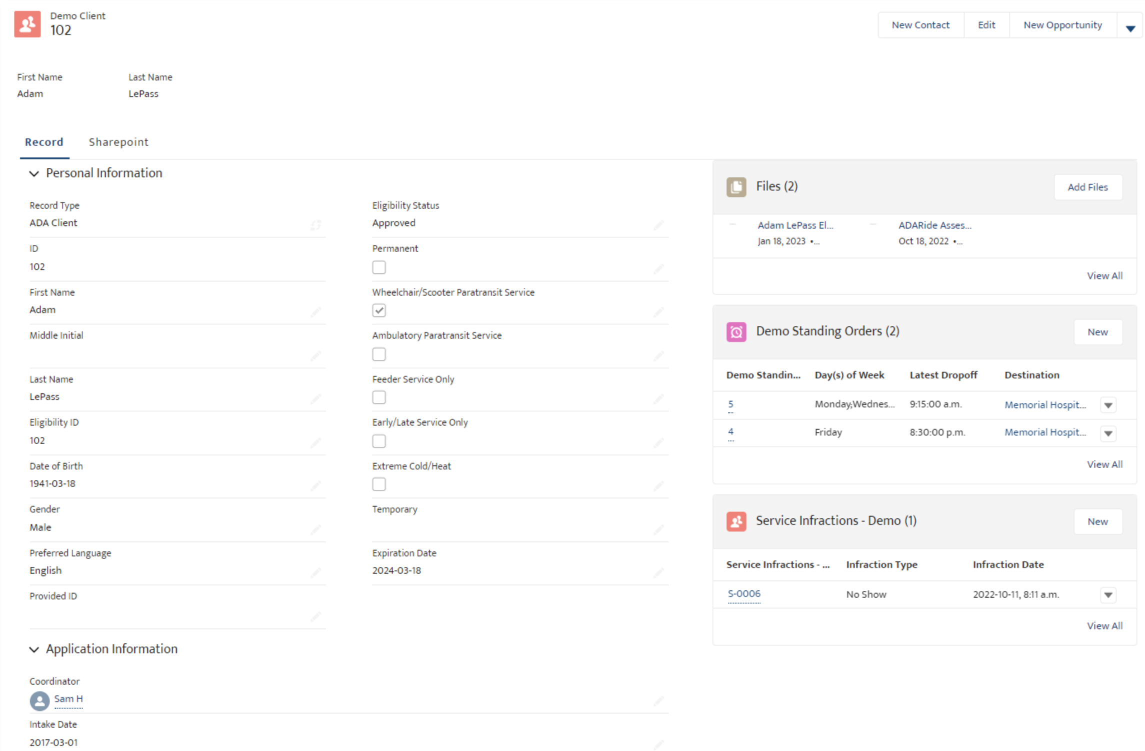
System security features include limiting access to major functions or data view/edit rights based on assigned roles and permissions (eligibility team, eligibility supervisor, eligibility coordinator, dispatcher team, dispatch manager etc.).

Home Page/Client List

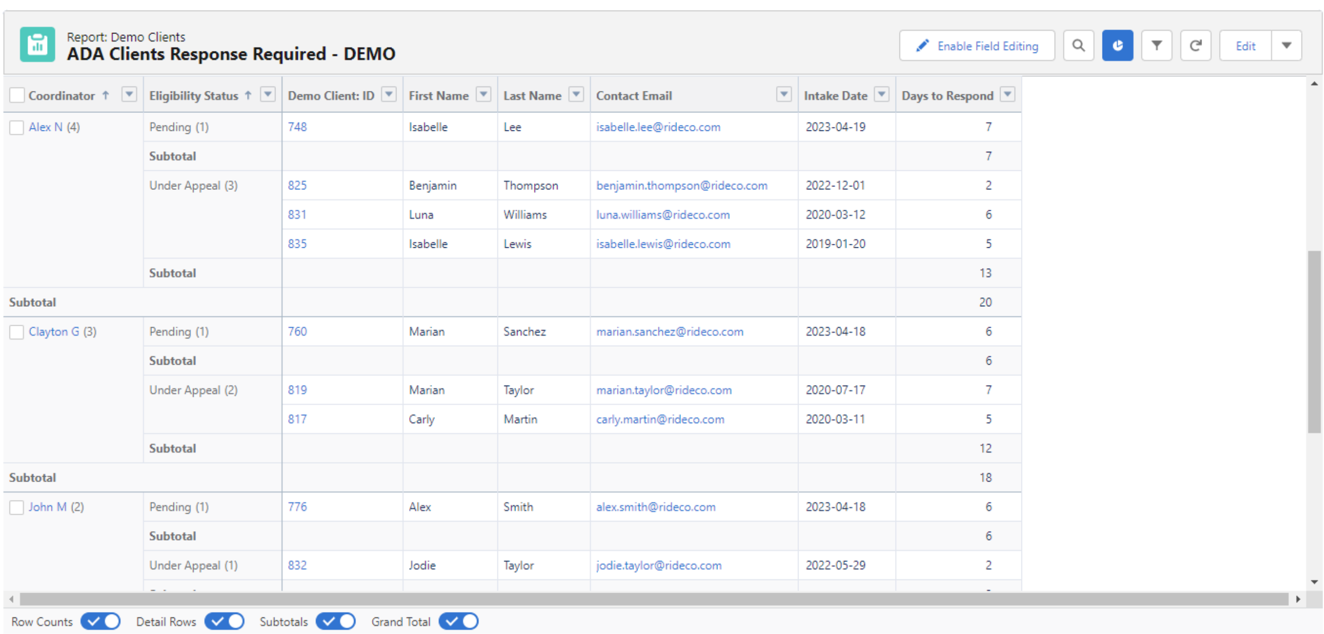


	ID	First Na...	Last Na...	Street Address	City	Zip ...	State	Cell Phone	Date o...	Eligibilit...	Account email	Coor...
1	100	Demo	Client		Demoville			(226) 789-7802	1941-11-09	Expired	ridecousers+100@rideco.com	Sam H
2	101	George	Smith		Demoville			(800) 555-0234	1984-09-24	Expiring Soon	ridecousers+101@rideco.com	Sam H
3	102	Adam	LePass	1345 Alexandria St.	King of Prussia	19406	PA	1 250-555-0250	1941-03-18	Approved	ridecosimulations+adam@gmail.com	Sam H
4	103	Adan	Nadan		Orleans	44891	OH	1 914-555-0904	1949-03-19	Expiring Soon	ridecosimulations+adan@gmail.com	Sam H
5	119	Adalberto	Hernandez		Demoville			(250) 555-0250	1987-06-26	Expiring Soon	ridecosimulations+adalberto@gmail.com	Sam H
6	120	Adaline	Chan		Demoville			(225) 555-0225	1989-02-02	Approved	ridecosimulations+adaline@gmail.com	Sam H
7	121	Adan	Kim		Demoville			(904) 555-0904	1990-02-04	Approved	ridecosimulations+adan@gmail.com	Sam H

Client Record



Custom Reports



Report: Demo Clients
ADA Clients Response Required - DEMO

Enable Field Editing | Edit

Coordinator	Eligibility Status	Demo Client: ID	First Name	Last Name	Contact Email	Intake Date	Days to Respond
Alex N (4)	Pending (1)	748	Isabelle	Lee	isabelle.lee@rideco.com	2023-04-19	7
	Subtotal						7
	Under Appeal (3)	825	Benjamin	Thompson	benjamin.thompson@rideco.com	2022-12-01	2
		831	Luna	Williams	luna.williams@rideco.com	2020-03-12	6
		835	Isabelle	Lewis	isabelle.lewis@rideco.com	2019-01-20	5
	Subtotal						13
Subtotal							20
Clayton G (3)	Pending (1)	760	Marian	Sanchez	marian.sanchez@rideco.com	2023-04-18	6
	Subtotal						6
	Under Appeal (2)	819	Marian	Taylor	marian.taylor@rideco.com	2020-07-17	7
		817	Carly	Martin	carly.martin@rideco.com	2020-03-11	5
	Subtotal						12
Subtotal							18
John M (2)	Pending (1)	776	Alex	Smith	alex.smith@rideco.com	2023-04-18	6
	Subtotal						6
	Under Appeal (1)	832	Jodie	Taylor	jodie.taylor@rideco.com	2022-05-29	2

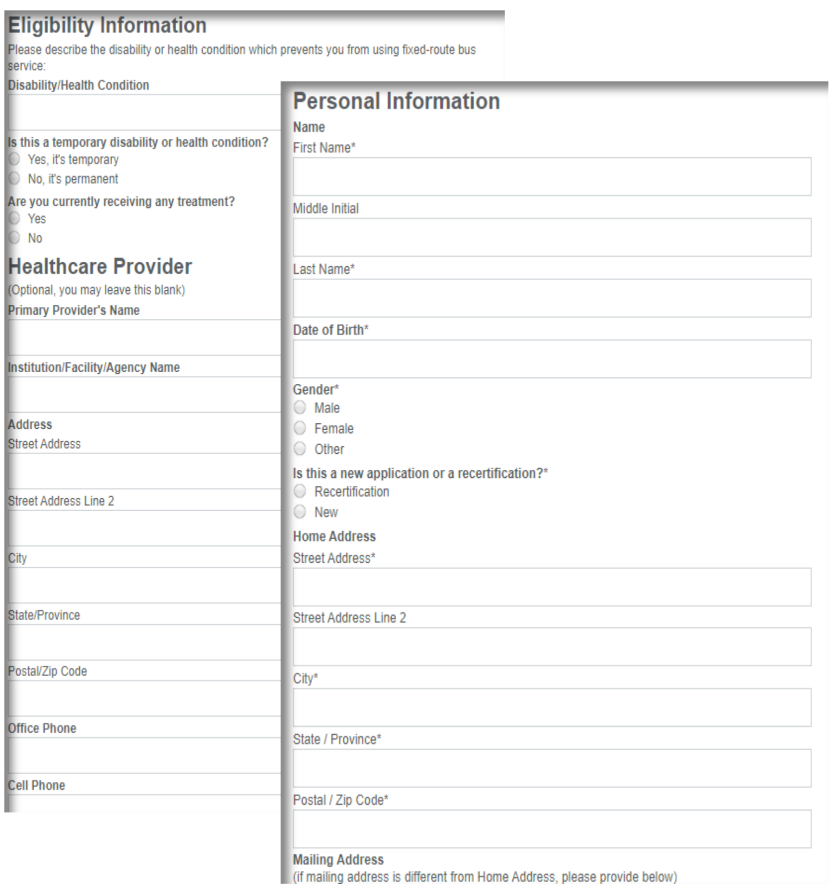
Row Counts | Detail Rows | Subtotals | Grand Total

Eligibility Management Portal

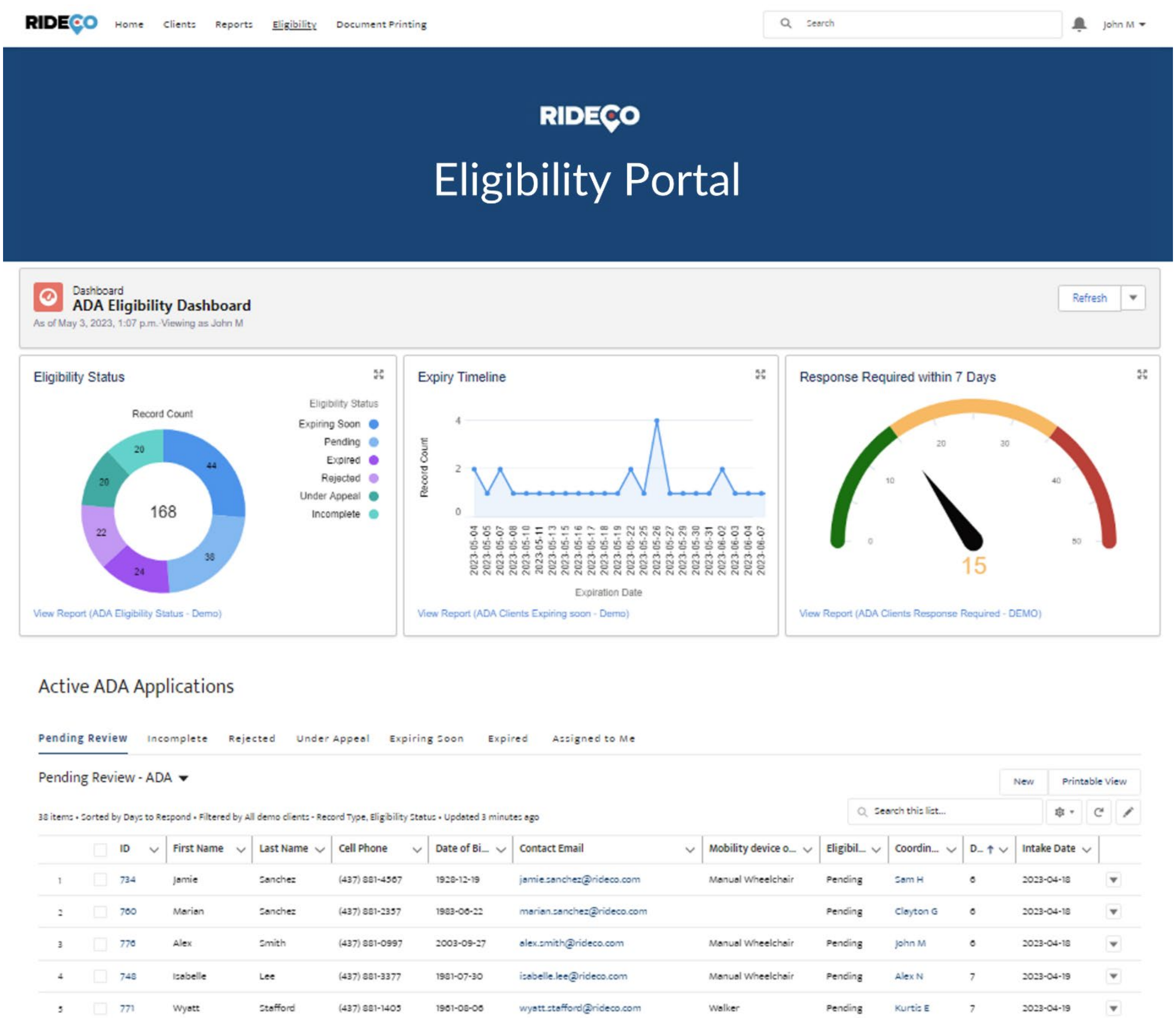
An extension of the RideCo Profile Manager, the Eligibility Portal is a powerful platform, which helps manage everything from the qualification of paratransit passengers to ensuring they receive the appropriate level of service during a ride. It even helps you audit, report on, and manage upcoming renewals and expiry for temporary passengers.

RideCo's team will work with you to build digital application forms to be completed by your eligibility intake team or even directly by passengers themselves to request service. The use of digital forms also allows the application process to be accessible for passengers with limited or no vision as it can be used with screen readers or braille devices. Digital applications can automatically update the relevant customer information found in the RPM and save a full PDF file of the submission form to the customer's profile. The platform is tailored to your internal processes, including the accommodation of submitting for appeals and renewals.

Once an application has been received, your eligibility team can receive an email notifying them of the submission and can find all open applications within the eligibility portal. In this portal, we can customize the statuses and workflows to represent your existing review process including the automatic creation of letters or emails to request additional information, approve/deny applications, and send expiry warnings. Applications are automatically sorted by status and date received so you can easily see which applications need attention first, and a log of all changes is available should you need it for auditing purposes.


Eligibility Information
Please describe the disability or health condition which prevents you from using fixed-route bus service:
Disability/Health Condition
Is this a temporary disability or health condition?
Yes, it's temporary
No, it's permanent
Are you currently receiving any treatment?
Yes
No
Healthcare Provider
(Optional, you may leave this blank)
Primary Provider's Name
Institution/Facility/Agency Name
Address
Street Address
Street Address Line 2
City
State/Province
Postal/Zip Code
Office Phone
Cell Phone

Personal Information
Name
First Name*
Middle Initial
Last Name*
Date of Birth*
Gender*
Male
Female
Other
Is this a new application or a recertification?*
Recertification
New
Home Address
Street Address*
Street Address Line 2
City*
State / Province*
Postal / Zip Code*
Mailing Address
(if mailing address is different from Home Address, please provide below)



Digital Application: If your eligibility process requires external reviewers, they can also be granted access to the eligibility portal to review and modify applications as needed. Granular permissions are used to customize their access so they only see what is required to perform their assessment. If you would prefer, they don't have access to the portal, you can also send an application to a third-party eligibility evaluator via email and use additional digital forms to submit their evaluations.

Once an application is approved, your passengers are automatically added to the correct allow-lists in the RideCo system, so they can book a ride for their eligible service immediately upon activation.

Record Type	ADA Client	Eligibility Status	Approved
ID	102	Permanent	☐
First Name	Adam	Wheelchair/Scooter Paratransit Service	☑
Middle Initial		Ambulatory Paratransit Service	☐
Last Name	LePass	Feeder Service Only	☐
Eligibility ID	102	Early/Late Service Only	☑
Date of Birth	1941-03-18	Extreme Cold/Heat	☐
Gender	Male	Temporary	
Preferred Language	English	Expiration Date	2024-03-18

Key Eligibility Portal Functionality

Generally, RideCo's Eligibility Portal's key functionality include:

- Eligibility application system is capable of providing and managing both digital and paper-based applications. Digital applications automatically load into the eligibility system and update passenger profiles based on the application information.
- Eligibility Workflows: The system is capable of tracking all incoming applications through the entire eligibility workflow. The workflow is configurable based on the agency's requirements. Eligibility workflows are able to identify which service level the applicant is most likely to be eligible for based on their profile details and application. Workflows also support service expiry and renewal.
- Eligibility Responses and Letters: The eligibility system automatically generates application response letters, expiry warning letters, all based on the agency's requirements and templates.
- The eligibility system has historical tracking and auditing in place on individual records to determine which account or coordinator approved or denied service to an applicant. Every change to every data field is logged for historical auditing purposes and includes the user/account that made the change.
- Passenger profile storage has detailed access, view, and edit rights, which can be controlled based on the user type (eligibility team, eligibility supervisor, eligibility coordinator, dispatcher team, dispatch manager etc.).

The system provides documents and file storage for each passenger's profile (e.g., to store IDs, completed forms). Files and documents should synchronize with SharePoint or any applicable file storage system, as required by the agency.

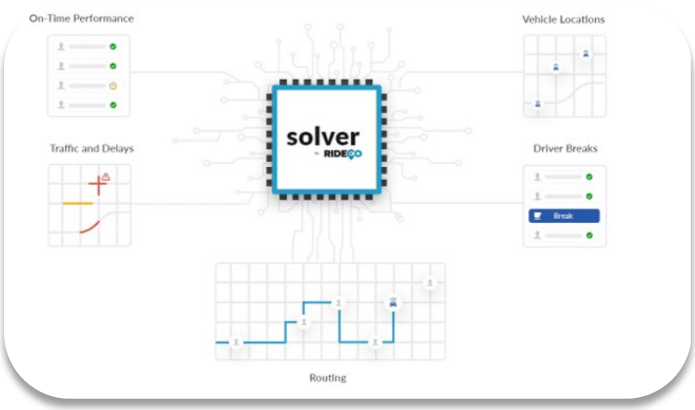
ADA Compliance: In line with ADA requirements, RideCo's system provides equivalent levels of service to all passengers of all abilities. We do this in a few keyways, such as by providing shared fleet, shared booking/reservation system, and accommodations for eligible users. Some other features of our software solution in this regard include the following:

- RideCo's automatic trip negotiation feature allows for quick and easy booking of rides when the specific time requested is not available. This feature operates within a customizable search window, which can be capped to make the trip negotiation window ADA compliant.
- To avoid trip denials, dispatchers have the ability to use RideCo's "Force Ride" feature. This feature allows the automatic schedule software to loosen its requirements for ride insertion. Some trade-offs that need to be managed when using this feature include the impact on the overall schedule performance because of forcing a ride insertion. RideCo is also working on overflow capabilities in partnership with Uber. This is a suitable option of ambulatory passengers that maintains the agency's ability to prevent ride denials.
- Trips are generated with onboard times in mind and can be set up so that the agency is not generating trips that would be longer than the comparable fixed route service.

Solver

RideCo's cloud-based logistics platform, Solver, is the most advanced routing algorithm in the world and provides transit agencies with unmatched reliability and productivity. Because of Solver, RideCo is reliably able to deliver productivity outcomes that are 30-300% better than our contemporaries.

Every 20-30 seconds, Solver analyzes every booking currently in the system and executes a global optimization to ensure the most efficient combination of rides and routes, subject to the defined service parameters while preserving every passenger's "arrives before time". Because of the near-constant optimization run by Solver – RideCo's platform is incredibly flexible to changes in conditions. For example, if traffic conditions suddenly change, Solver will identify a new set of routes within 20-30 seconds and update the schedule. As another example, if a vehicle goes out of service, all rides that were tentatively scheduled for that vehicle are instantaneously reassigned to other vehicles without any manual intervention or interruption to the passenger.



Configuration: Solver can be configured across more than 1,000 unique parameters enabling RideCo to tune the service and performance outcomes to match your operational objectives and KPIs. The following are some parameters we can tune to deliver this customized routing algorithm:

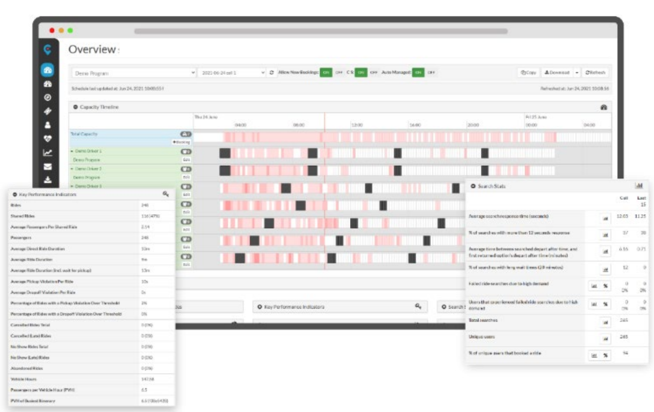
- Time snapping: This enables Solver to account for local fixed-route schedules in its routing. With this information, Solver intelligently restricts passengers from arriving too early or too late for their connections. Instead, it only provides trip options that arrive on time for seamless transfers.
- Wait times: RideCo can tune the algorithm to provide different wait times that typically range from 8 minutes to 30 minutes based on your requirements.
- Onboard times: RideCo can tune the algorithm to provide different on-board times. The default recommendation is to set the on-board time to the maximum, 150% of the duration of a direct drive.
- Flex stops locations (carefully vetted).
- Vehicle capacities (wheelchair, bike rack, service animal, etc.): As part of the system setup, we configure the fleet types in the software to match the fleet type on the ground. Solver considers actual and predicted capacity into its calculations.
- Non-travelable roads: RideCo can configure certain roads to be excluded from routing.
- Pre-scheduling rules (number of days a passenger can schedule in advance): NCDOT DROs will have the ability to set the number of days in advance a passenger can book. Typically, we recommend that this be set to two days; however, it can be set to any number of days.

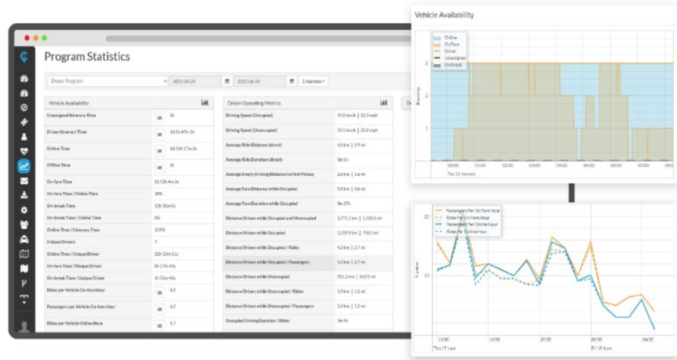
Operations Center

RideCo's Operations Center comprises a comprehensive suite of data dashboards tailored to support different roles within NCDOT DRO's operations. There will be seven (7) dashboards available to the agency, and access can be granted depending on individual job functions. RideCo's goal with our Operations Center is to provide an autonomous experience for RideCo and NCDOT DRO's staff while delivering complete visibility into the current and historical on-demand options. The system generates significant and digestible data that can be leveraged by the service planning and executive teams to make informed decisions about future network enhancements to improve the passenger experience system-wide while optimizing the budget. Following data dashboards will be available to the agency:

Lead Project Manager and Executive Use

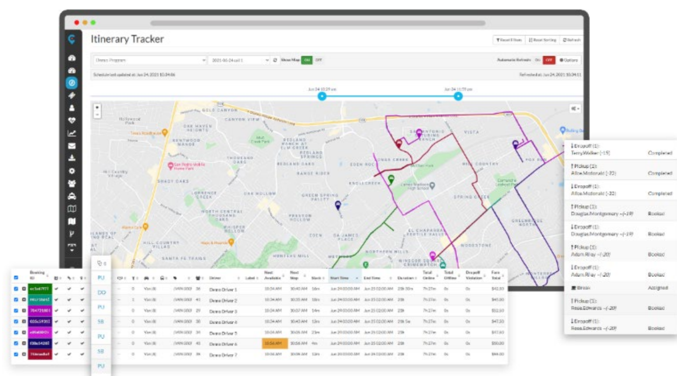
- **Overview Dashboard:** To view high-level KPIs for the current and historical service days. It highlights the current vehicle supply, upcoming operator breaks, and high-level passenger demand trends. Executives can view the search performance of RideCo's platform to distill information about how quickly passengers receive trip options and if any failed rides have occurred throughout the service. This is a good opportunity to adjust vehicle supply accordingly if resources are available.





- **Program Statistics Dashboard:** To evaluate and analyze vehicle utilization and capacity trends while benchmarking vehicle supply with passengers' demand during a service day or over a specific operating period. Additionally, this dashboard can be used to monitor overall operator performance and analyze on-trip driving time versus unoccupied driving time. This enables RideCo and the agency to make data-driven decisions to align vehicle supply to experience-based demand profiles, lowering the cost per passenger.
- **Exports Dashboard:** To perform broader ad-hoc analysis on the service, Exports Dashboard provides access to real-time and historical raw data that encompasses all reporting aspects of the on-demand operations in a .CSV format. This can be viewed per zone or on a global consolidated basis. If the agency wishes, the raw data exports can be integrated into the agency's reporting and analytics tool through an exposable API.

Dispatch & Day-to-Day Use



- **Itinerary Tracker Dashboard**: To view real-time vehicle locations, monitor past and tentatively assigned future itineraries while tracking the overall health of the system. Operations Managers can also leverage this dashboard to track operator performance in real-time, monitor newly on-boarded operators' behavior, and perform investigative inquiries.
- **Ride Tracker:** Provides a holistic view of the service and trips completed/upcoming within a particular service day.
- **User Tracker Dashboard:** Provides a specific view of all trips booked/canceled/completed for an individual passenger within a defined period. A great tool for performing investigations to understand when operators accept trips, how long passengers are on-board specific vehicles, and to address issues with no-shows, cancelations, and potentially lower-rated trips. The agency can also view fare payment methods and the fare level that was charged to a specific passenger type.
- **Driver and Fleet Management Tools:** This enables RideCo staff to change vehicle schedules, add or remove vehicle types, manage multiple vehicle operations, make operators unavailable for trips in emergency situations, for example, vehicle breakdowns, and effectively schedule operator breaks that dynamically optimize around real-time passenger demand within defined parameters or shift windows. For driver breaks or floating lunches, agencies can set the rules or requirements for the system to follow. For example, agencies may tell the system to give all drivers a half-hour lunch break between 11 a.m. and 1 p.m. Then, our autonomous routing and scheduling platform manages the rest

Call Center & Customer Support Use – NCDOT DRO Staff

- **Reservationist Portal:** Call center staff/live agents can log in into a passenger's account and book rides, provide ride updates, cancel, and rebook rides, and provide finalized trip information like vehicle information as requested. In line with the Passenger App, all trips are autonomously scheduled into the system and re-optimized based on new search requests and changes to the operating environment. Like the Operations Manager, call center staff, and customer support can have permissions to the User Tracker to conduct potential service investigations.

Data Insights

Data Insights comprise autogenerated Key Performance Indicator (KPI) reports, and supportive analytics, as follows:

Visual KPI Dashboards: The robust Visual KPI Dashboards can assist across several areas of your organization. The overview dashboards provide key insights on metrics you care more about. The ridership dashboard provides an understanding of how ridership is trending and key elements of service usage. The customer experience dashboard highlights metrics such as wait times, onboard times, on-time performance, and ride ratings. The productivity dashboard allows assessing how productive the service is with information about passengers per vehicle hour, revenue hours and sharing rates.

Lastly, the planning dashboard provides key information such as vehicle utilization, overtime, and maximum hourly vehicles in service. All dashboards provide charts, metrics, and graphs of data, and can be customized by each user to show the data they care the most about for their operation. In addition, a user can set the date range preferences to view all of this data.

Raw Data Exports: NCDOT DROs can export raw data (rides, vehicles, times, locations, etc.) in .csv format from RideCo platform for further analysis. The raw trip request data (origin/destination/time points) is also available for export and can be used for future transportation planning. All output options are flexible and can meet all standard reporting requirements (as required, such as origin and destination information, vehicles operated in maximum service, unlinked passenger trips, vehicle hours, total vehicle hours, vehicle miles, vehicles' miles traveled, passenger miles traveled, total passenger counts, and total vehicle miles. RideCo can also provide API access to data should the agency want to bring their microtransit data into their pre-existing database provided by a third-party provider (Tableau, Power BI, etc.)

Daily Key Performance Indicator (KPI) Reporting: RideCo offers standardized KPI reports that can be sent to your inbox daily. Reports include several KPIs, including weekly/monthly ridership and revenues, ridership by time of day, booking times, driver performance statistics, and customer ride ratings, and much more.

Ride data, provided at the trip level, will include information associated with requested locations of pick-ups and drop-offs, the actual locations of pick-ups and drop-offs, the price of each trip (including any discounts applied), and fare payment data (e.g., fare type, payment type).
Driver data, provided at the individual driver level, will include start and end times of shifts (including breaks), total vehicle miles traveled (by start of day to end of day and by terminal to terminal), and total revenue miles. Other examples of data from monthly summary reports include:

- Demand summary data (origin/destination, time of use, boardings per revenue hour, total ridership).
- Trip data (travel times, routes trip denial rate, booking abandonment rates, on-time percentage).
- Revenue summary data (total revenue, revenue broken down by types of passengers).
- Business intelligence-style data (e.g., information on number of in-service vehicles vs. active passengers, efficiency data etc.) is collected and reported by the RideCo system. ***RideCo also compiles and provides fully completed NTD reporting in formats that are ready to be submitted to the FTA.***

SERVICE PLANNING

With our experience in the transit industry, we fully recognize that having the best technology is not enough to ensure success. There are simply too many variables at play for a 'one size fits all' approach for all transit agencies. This is especially true when deploying a paratransit service, which is designed to address very specific use cases in very specific geographic areas. For this reason, RideCo takes a hands-on partnership approach to service planning and system configuration, and we view it as critical to the success of our customers.

The RideCo product excels in its ability to deliver countless service models. We believe that each area has unique challenges and transit needs. For this reason, RideCo has the ability to tune its algorithm and set up the service in hundreds of different ways to meet the unique objectives and needs of each zone in an agency's service. Our service modeling approach is built with this philosophy in mind.

RideCo's service planning is a consultative approach consisting of:
- Understanding objectives – balancing resource constraints with priorities of the service.
- Robust analysis – building the case for services using a data driven approach.
    - Existing ridership
    - Trip generator analysis – what locations/events are driving ridership
    - Demographic analysis
    - Road network and traffic pattern analysis
    - Passenger types and vehicle types of analysis
    - Labor requirement analysis
- Simulation analysis – after defining options for service changes or a new service, we put our assumptions to the test by simulating the services in the RideCo solution to generate expected KPIs.
- Implement service changes – any changes to service parameters must be updated in the RideCo solution, so the service is reflected in schedules we generate.

Key Software Features

RideCo was originally developed with the goal of supporting public transit and mobility. We are well known for our industry leading productivity metrics for on-demand services. While RideCo achieves best-in-class productivity metrics, this is not the only metric for which we are known. RideCo services consistently earn trip ratings averaging 4.8+ out of 5 stars and garner consistently positive feedback from passengers and transit agency administrative personnel alike. RideCo is also well known for delivering a reliable customer experience with the highest on-time performance (OTP) on both pick-ups and drop-offs. Some other features that differentiate RideCo's services from our competitors include the following:

Solving First/Last Mile Mobility: Recognizing the need for flexible and convenient transportation options, RideCo's on-demand transit software is an effective solution for solving first/last mile mobility challenges. The solution offers accessibility to passengers ensuring they have convenient access to public transit, flexibility in terms of pick-up and drop-off times and locations, and most importantly, seamless integration with the existing public transit system. By linking with bus stops, train stations, and other transit hubs, we create a seamless transition for commuters. Users can easily transfer from an on-demand vehicle to a bus or train, enabling a smooth and efficient journey from the first mile to the last mile.

Guaranteed Pick-up Windows – Ensuring passengers can plan their trips efficiently: RideCo's fixed pick-up windows offer passengers a far more reliable experience, which builds trust between transit passengers and their local on-demand service. Our fixed pick-up windows ensure that every passenger knows precisely when to expect their vehicle, regardless of whether they booked their trip the night before or 20 minutes before their scheduled pick-up.

Guaranteed "Arrives Before" Time – Ensuring passengers arrive at their connecting service on time: Arrival times are aligned with departure times for fixed-route transit for a seamless passenger journey across the various means of transit that passengers may take. While other microtransit software vendors schedule each trip based on the passenger's desired pick-up time, each trip option offered to a passenger in our app provides an associated fixed arrival time.

Instantly Scheduled Trips – Predictability and reliability for passengers: RideCo's system not only books trips instantly, but schedules them instantly as well. When a passenger books a trip in advance (as opposed to on-demand), it is automatically assigned to an actual live manifest. Our software begins making vehicle itineraries the second a single trip is booked and builds the rest of that itinerary around existing trips as new trips are added. Our algorithm optimizes for vehicle utilization (maximizes the number of shared rides) but never presents passengers with trip options that violate the promised arrival time of any other passenger's already booked trip.

Rider Communication: RideCo's Passenger App provides passengers with live vehicle tracking through an onscreen map, real-time vehicle arrival times that are updated every few seconds, the number of stops their vehicle will make before their own (for both pick-up and in-vehicle/drop-off purposes), push notifications (when their vehicle is on its way) and the ability to communicate with their driver (through text message or phone call). The level of transparency afforded by these features ensures that passengers are constantly aware of their vehicle's location and what to expect at every stage of their pre-trip and trip experience.

Ability to Pre-Schedule or Bulk Book: Pre-scheduled rides are assigned to future driver itineraries and continuously optimized. Passengers are provided with a guaranteed pick-up window and arrive before time at the time of booking. This innovation supports the first-last-mile commuter and passengers with known travel times.

RideCo's Capacity Configuration Optimizer: Once a passenger books a ride with a specific requirement, our system continuously optimizes against all possible seat configurations within the fleet to rearrange passengers dynamically and autonomously. This will ensure that the agency can serve as many passengers as possible in the most efficient way. Using the Capacity Configuration Optimizer, paratransit and microtransit services can be commingled within a single fleet to accommodate every possible passenger type while increasing your passengers per vehicle hour. This feature allows your agency to utilize a mixed fleet of different vehicle models to further optimize operating cost and utilization, while also adhering to regulations on service levels to special needs passengers.

Rides Optimization with a Mixed Fleet: RideCo's solution brings a strong ability to optimize the allocation of rides based on the agency's strategic preferences. For example, in a zone with electric and conventional vehicles, the agency may wish to prioritize the allocation of rides to the electric vehicle to support the strategic goal of reducing vehicle emissions. RideCo's platform includes this capability to prioritize certain vehicle types (e.g., electric, autonomous). In addition, the system is always aware of the mobility options supported by each type of vehicle. That means if passengers require specialized equipment like a wheelchair seat/ramp the correctly equipped vehicle is always dispatched.

Operator Tailored Search Results: Through the RideCo Passenger App and Booking Site, call center staff and operators are now able to be provided with varied ride results in comparison to standard passenger booking. For example, call center staff may need to see results that have a longer on-board time or potentially limiting certain service zones to call in bookings only. This feature builds upon the already strong commingled offering that RideCo boasts.

Time Channeling: RideCo can tailor our microtransit and paratransit programs based on the needs of the agency. Time Channeling adjusts the frequency or headway of its programs and allows RideCo to customize the potential ride options offered to passengers. The lower the Time Channeling settings, the more frequent options are offered to passengers. For example, a Time Channeling of 5 minutes will give a passenger ride option every five minutes (e.g., 9:55, 10:00, 10:05, etc.), while a Time Channeling of 30 minutes will offer ride options every 30 minutes (e.g., 10:15, 10:45, etc.). Time Channeling allows RideCo to offer different service levels to specific zones or parts of zones. For example, the core zone can have a shorter frequency than an outlying region and connections to transit hubs can have more frequent service than non-connecting trips. The feature also allows RideCo programs to offer varying service levels to passengers based on eligibility. This aspect is crucial for comingled paratransit and microtransit programs where clients want to provide different service levels to paratransit and microtransit passengers while utilizing the efficiency benefits of a comingled service.

Driver Performance Scorecard: The Driver Scorecard provides a visual and statistical overview of driver performance over the past 90 days. It provides daily summaries that outline driver behavior, incidents, and mistakes that impacted the service. This actionable information is designed to continuously help the improvement of service productivity, reliability, and on-time performance. Alerts include pick-up step delay, step ignored, late start, drop-off step delay, and location areas. Each driver is scored on several criteria based on individual actions that contribute to avoidable inefficiencies within the program. This information can be used to assist in pinpointing potential coaching and retraining opportunities on an individual and program-wide level.

Dynamic Breaks: RideCo's patented Dynamic Driver Break feature intelligently determines the best time for a driver to go on break during their shift. The system considers the driver's current location, upcoming pickups, status of other drivers and rides, in optimizing the allocation of breaks. By doing so, it minimizes dead-heading, better matches supply with demand, and ensures OTP. Considering ride demand over the course of their shift, any union or agency requirements and any other relevant criteria (e.g., driver special allowances), breaks will be assigned to drivers at the appropriate time to minimize disruption to the greater schedule. This eliminates the need for dispatch to manually assign and communicate breaks and ensures that each driver gets a break without compromising operational efficiency.

Break prompts come through the Driver App at the first moment that a driver has dropped off their last in-vehicle passenger, and driver's scheduled break period in the system has begun. Driver break rules can be configured to the agency's preference or union requirements (as applicable). The benefits include:

- Ensuring breaks are taken at the most optimal time.
- Increasing efficiency, productivity, and on-time performance.
- Easy to use break visualization and interface through the RideCo Dashboard.

Automatic Booking Limitation: The Automatic Booking Limitation feature automatically places a temporary booking limitation on users who have a high rate of cancellation and no-shows. This feature helps discourage and prevent unfavorable behavior from passengers. It also keeps the service running more efficiently, as it can prevent future no-shows and late cancellations from entering the system from users who are gaming the service. This feature takes the approach of educating users about their impact on service rather than removing their ability to book altogether. Users who fix their poor behavior will automatically have limitations removed.

Native Booking APIs: Driven by a partnership with Unwire and the DART GoPass app, RideCo has created an integration platform called RideCo Connect. This new conduit into the RideCo platform will allow for native ride searching, booking, and tracking in third party applications, and will be expanded for further tight integration into existing agency infrastructure. The first launch of RideCo Connect is live in the GoPass application and demonstrated in Tulsa, OK as part of the launch of Tulsa Micro Transit. RideCo Connect is the next generation of interconnectivity with existing Microtransit and Paratransit offerings and will help agencies stay ahead of their ever-expanding technology portfolio.

Passenger Callouts (IVR): Passenger independence is crucial to a successful services and Passenger Callouts emphasize just that. Passengers are able to receive IVR (Interactive Voice Response) trip notifications for applicable rides. Once the IVR call is received by the passenger, ride details will be read out, providing the rider the option to cancel their ride or connect to dispatch for additional information. Multiple alerts can be set up based on the requirements of service, like day before callouts - this provides riders with the option to cancel their trips to avoid last-minute cancellations or avoidable no-shows.

RideCo's Premium Features (Optional)

This section outlines premium features that are unique to RideCo and the on-demand transit industry as a whole. These advanced and innovative offerings will undoubtedly further enhance the quality of service experienced by the agency, passengers, and drivers alike. These premium features are optional and subject to additional pricing.

Driver Breaks with Dynamically Assigned Locations
Optimal Timing and Location. Vetted Locations. Maximized Productivity.

In addition to RideCo's patented Dynamic Driver Breaks, RideCo offers configurable break locations, which allow drivers to take their breaks in safe and optimized locations where they can easily access the necessary facilities, eliminating the need to spend additional break time trying to find an appropriate break location. These pre-approved locations are dynamically assessed and assigned by the system to operators based on each operator's manifest and actual pick-up/drop-off/garage locations so as to minimize deadheading and ensure on-time pick-ups for trips that occur close to a driver break.

Additionally, as agencies introduce electric vehicles (EV) and fleets, configurable break locations ensure a vehicle's charging time and location is incorporated into the day's itinerary.

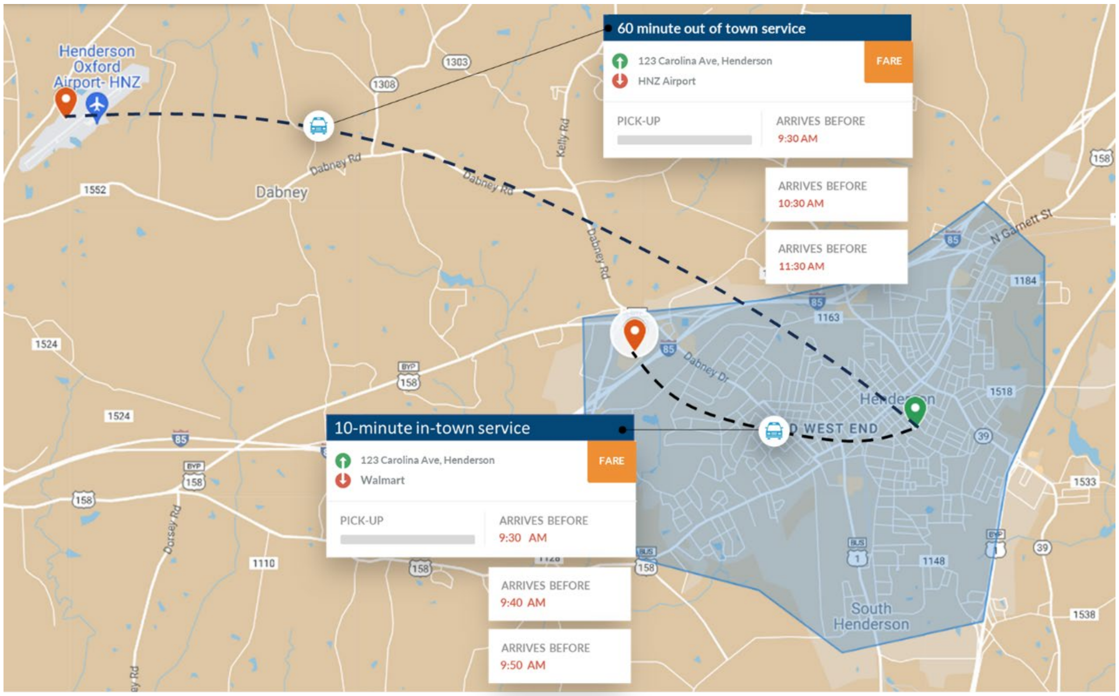
Frequency Variation
Demand-Driven. Maximized Fleet Usage. Improved Productivity.

Based on demand, our Frequency Variation feature optimizes ride availability in low-demand peripheral areas to different service frequencies than higher demand parts of a particular zone, using a single fleet. For example, a certain service area can have a pick-up frequency (wait-time) of 30-minutes, while another portion of the service area can have a pick-up frequency of 15-minutes. Similarly, agencies can vary the frequency by day of the week and time of the day. For example, peak service can be set to be every 15 minutes, while off-peak service can be set to be every 30 minutes. This is accomplished using a single fleet across the full-service area that may have multiple regions with different service/pick-up frequencies.
RideCo's Frequency Variation feature is continuously improving ride sharing rates, increasing vehicle occupancies, and improving overall system capacity and efficiency across transit agencies.

This level of configuration is embedded in the core of RideCo's Solver technology and a key driver for why RideCo can offer industry-leading productivity and OTP.

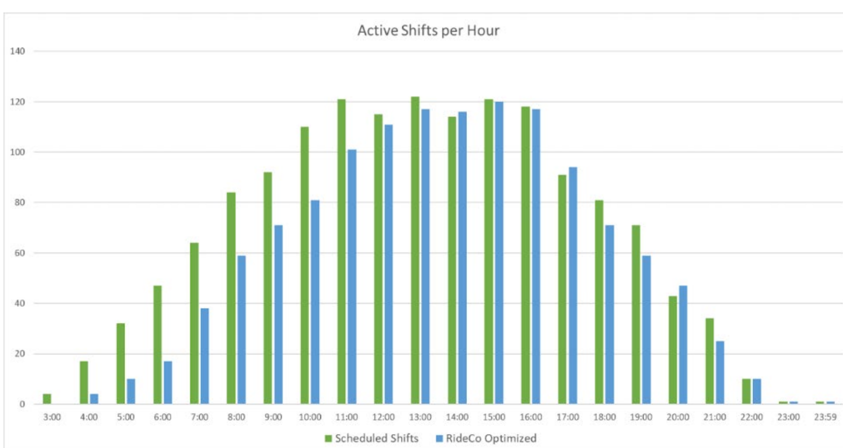
For a video demonstration please follow this link: https://www.rideco.com/differentiator/frequency-variation

An example of where this might be useful in the context of the KARTS service area is illustrated below. In this example, trips to and from locations within Henderson could receive 10-minute service, whereas destinations outside of Henderson's populated area, such as the airport, could be provided with 60-minute service. This could help expand access to more destinations county-wide, while limiting the impact that this would have on the efficiency and cost of the service overall.



Advanced Operator Schedule Optimization (Runcut optimization) Service
High Efficiency. Optimized Fleet. Cost Saving.

Efficiently utilizing fleet resources is crucial to cost effectiveness in any transit operation. RideCo offers professional services and automated tools to optimize vehicle and operator schedules so that you are optimizing productivity and operating costs. RideCo has experience optimizing complex schedules involving union rules for large and small agencies. Below is an example of a run-enhancement for a large operation that reduced operating costs by 14% while simultaneously improving on-time performance and journey times for passengers.



	Scheduled Shifts	RideCo Optimized	Percentage Change
Revenue hours	1,422	1,223	-14%
Number of shifts	155	130	-16%

This level of optimization allows for resources to only be used when absolutely necessary. Ensuring only the required number of vehicles are on the road at any given time directly improves overall system efficiency as well as cost per ride.

Note: RideCo's premium features described above are optional and subject to additional optional pricing.

Commingling Capability

Many agencies face the challenge of allocating resources across a range of services, such as microtransit, ADA paratransit, and non-emergency medical transit (NEMT). Each of these programs have unique service requirements, and the rigid allocation of vehicles and driver pools can result in underutilized programs that do not have the flexibility to respond to the fluctuating demands of the different services.

To address this challenge, RideCo's solution is designed to combine, or commingle, different programs, so that resources can be pooled and shared between them making service delivery more resilient to ridership variability. Through commingling, a single vehicle fleet can carry both microtransit and paratransit passengers while meeting the requirements for each service (e.g., on-board times, stop types, boarding/alighting times, etc.) and delivering a seamless experience to each passenger.

SERVICE PARAMETERS OF A COMMINGLED MODEL

Service parameters can be uniquely set across passenger types in a unified commingled model to leverage the advantages of different transit programs.

To ensure that the appropriate level of service is provided to each passenger while maximizing the productivity of the commingled fleet, passengers can be offered different stop types, wait times, on-board times, and seat configurations, among other parameters. These parameters can be automatically tailored based on seat types, known passenger lists, origin, destination, and zones, and time of day and day of week.

In order to meet ADA standards and provide efficient service for paratransit passengers, a maximum on-board time can be set relative to direct trip time, to vary with the time of day, or to a fixed time cap through Solver, RideCo's patented routing engine, to dynamically provide the service level necessary to meet the needs of the passengers present in the itinerary.

One common example of commingling is tuning the system to have microtransit passengers picked up and dropped off at flex stops while paratransit passengers are picked up and dropped off at their doorsteps. In 2022, Airdrie Transit partnered with RideCo and PWT to move to a commingled service model in response to their underutilized fixed routes. Through commingling, Airdrie Transit strategically combined resources to simultaneously serve both paratransit and microtransit passengers. While maintaining an outstanding passenger experience averaging a trip rating of 4.7/5 stars, this change has allowed Airdrie Transit to reduce costs, expand service days, attract new passengers, and better serve the needs of their paratransit users.

ENHANCING OPERATIONAL EFFICIENCY

With the deployment of new transit programs, each requiring their own service parameters, manual scheduling is no longer feasible. To meet the complex scheduling requirements of each service, Solver provides the automation necessary to achieve operational efficiency.

To maximize vehicle utilization and mitigate demand fluctuation, RideCo's Configuration Optimizer streamlines the distribution of passengers across the available fleet and continuously optimizes seat allocation based on the trips present in the system. Based on demand, paratransit vehicles can be used for microtransit trips in the commingled service until a paratransit passenger requires a seat in an ADA-compliant vehicle. The microtransit passenger's upcoming trip would then be reallocated to a different vehicle, ensuring that both the paratransit passenger and the microtransit passenger receive the appropriate level of service while still maximizing fleet utilization.

The Passenger App's smartphone application and web booking portal can be leveraged to book both microtransit and paratransit rides in the commingled service. Registered paratransit passengers can opt to ride in a wheelchair accessible vehicle or a general seat type depending on their individual needs. By selecting a wheelchair accessible seat, the system will only send a wheelchair accessible vehicle that has enough capacity to accommodate this seat type. Passenger profile details can also notify drivers of any disabilities or accommodation requests that the passenger might have.

To overcome the fluctuating demand challenges found in the existing deployment, Guelph Transit adopted a commingled service model utilizing RideCo's technology, allowing them to move overflow microtransit passengers to their paratransit service. While managing trips in both curb-to-curb paratransit and stop-to-stop microtransit, Guelph Transit's Mobility Services is able to provide an exceptional customer experience with an average trip rating of 4.8/5 stars and 96%+ on-time performance.

For trips that require specific data points to qualify for funding (e.g., Medicaid), passengers or reservationists can be prompted to provide information such as trip purpose or intended funding source. This information is stored and reported with the trip in order to help transit agencies streamline reconciliation processes in accordance with funding requirements.

While Solver's autonomous routing optimization delivers automatic dispatching, the ability for a dispatcher or reservationist to manually adjust rides to group specific passengers together or modify driver-passenger assignments based on context such as passenger preference is critical in a customer-centric service. Commingling through RideCo's platform enables dispatchers and reservations to make these customizations, and improve passenger satisfaction, loyalty, and service ridership.

ELEVATING THE PASSENGER EXPERIENCE WITH SELF-SERVICE

To create a seamless transition in service for existing passengers, while attracting new passengers to grow ridership, a commingled service must be flexible enough to accommodate the different program requirements while providing a seamless passenger experience. For paratransit passengers, this means that they can expect the same level of care that they have come to rely on, but may also share their ride with a microtransit passenger going to a nearby destination.

Through RideCo's accessible product offerings, passengers can book on-demand and in-advance trips. Alongside the option of calling a reservationist, the RideCo's Passenger App is designed to enable all passengers to easily book, modify, and monitor their trips. Subscription bookings can also be utilized to automatically schedule the same trip across multiple days.

To increase service transparency, passengers are notified of important trip details before, during, and after their journey. Within the app, passengers can view upcoming and past ride details. These details include driver and vehicle information, real-time vehicle tracking, pickup window, and arrival before time depending on the status of the ride. This information ensures that passengers are kept informed, allowing them to plan their day accordingly so appointments are not missed and passengers have a reliable ETA.

A TAILORED APPROACH

To deliver a successful commingled service, it is essential that agencies partner with vendors who are committed to understanding their needs, providing a tailored solution that enables accessible and equitable mobility within the community.

These tailored solutions can be seen operating at RideCo deployments across North America, such as Cobourg Rides. While their microtransit program was reaching capacity, the paratransit program was underutilized. To better leverage the available resources and improve service delivery, a commingled service model was implemented that allows both passenger types to be served using a shared vehicle fleet. Since the implementation, Cobourg Rides continues to see higher vehicle utilization, enhanced service delivery, and even won the 2022 CUTA Innovation Award.

Service results from the Cobourg Rides: 4.5+ passengers per vehicle hour, 12 minutes pick-up wait time, 162 passengers per weekday, 95%+ on-time performance.

Integration Capabilities

RideCo has an open API based architecture, which can be leveraged for integrations. Integrations are used by multi-modal trip aggregators, which leverage our APIs to get ride times and availabilities, pricing estimates, and to deep link within agency branded apps with search data pre-populated. Integrations on the backend leverage our data APIs for exporting into data warehouses for use in trending, BI tooling, and visualization.

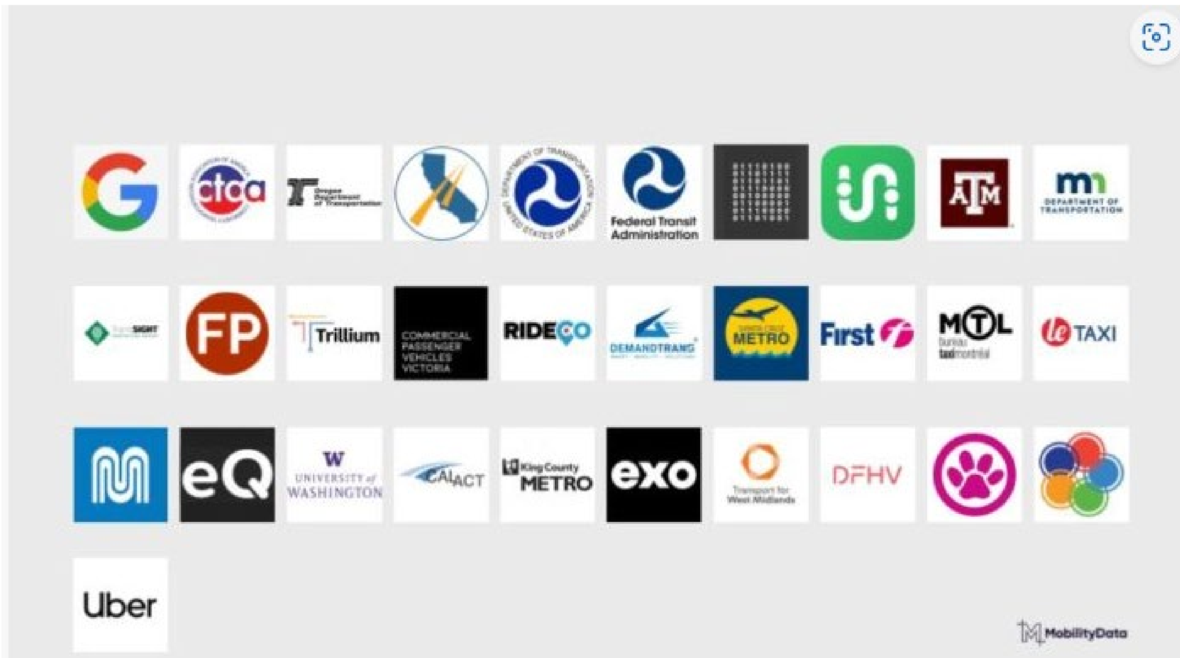
We have extensive experience building and bringing to market integrated solutions with our multi-modal (MaaS) partners. Agencies and their users already experience the benefits of an interconnected transit platform through RideCo's planning and deep link capabilities. Through RideCo's multi-year partnership with Transit app, and involvement in Mobility Data's GOFS working group and the Shared Use Mobility Center (SUMC), RideCo has a demonstrated commitment to the interoperability of microtransit and existing fixed-route transit infrastructure.

Our product teams work diligently to provide value to our agency partners through integration for multi-modal trip planning, mobile ticketing, or overflow options. e.g., For the LA Metro service, RideCo has the deep link integration with Transit app. RideCo is also currently supporting LA Metro TAP card. Users can select "TAP" as their fare option in the RideCo application and validate their TAP card on board the vehicle at the installed card reader.
RideCo is leveraging a similar solution for RTC of Southern Nevada's RideRTC app. Users select "mobile ticket" as their fare option and will be able to scan the QR code from within their RideRTC app. We are also looking at deeper integrations, especially with Masabi, on the mobile ticketing front.

Currently, RideCo's solution has integrations with several software solutions, including Transit (app), Masabi, Unwire, Token Transit, Tableau, etc. In addition, we also provide integrated offerings from Twilio, providing IVR and SMS Text functionality

Additionally, RideCo is a member of General On-Demand Feed Specification (GOFS) working group, a MobilityData consortium creating a standard on-demand version of GTFS (GTFS-Flex), to produce an open standard for on-demand data exchange to be leveraged by agencies, large mapping, and transit planning software and microtransit companies. The Canadian non-profit organization has convened an international working group of 31 stakeholders to drive the General On-Demand Feed Specification (GOFS) project. The GOFS project aims to extend the General Transit Feed Specification (GTFS) to include on-demand capabilities.

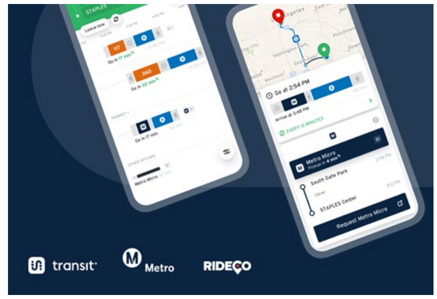
More details about MobilityData GOFS working group can be found at https://mobilitydata.org/the-gofs-project-first-phase-is-in-the-book-whats-next/#:~:text=The%20goal%20of%20the%20GOFS,%2C%20trip%20booking%2C%20and%20payment.



The 31 stakeholders involved in the GOFS Project working group.

INTEGRATION WITH TRANSIT (APP)

RideCo brings well-proven integration with Transit (app), which is the leading multi-modal trip planning application endorsed by transit agencies across North America. Transit has become North America's most popular public transportation app, with millions of active users in 300 cities. The two companies are working together on integrating RideCo's Metro Micro service with LA Metro in Los Angeles, OmniTrans' OmniRide in San Bernardino County, RTC Las Vegas' RTC On-Demand, VIA San Antonio's VIA Link, as well as several similar projects for agencies in Canada (Welland and Calgary). RideCo's API capabilities make it possible to integrate any RideCo powered on-demand service into Transit, resulting in a unified front-end mobile trip planner for on-demand and fixed-route services.



An integration into Transit app:

- Shows passengers how to use conventional and demand-response transit together.
- Provides a seamless customer experience to passengers.
- Streamlines service visibility and customer engagement through banners and surveys.
- Generates useful data, especially around multimodal behavior.
- Allows passengers to complete multimodal trips.

INTEGRATION WITH UNWIRE/GOPASS

RideCo's partnership with Unwire means that NCDOT DROs has the option of deploying a full MaaS application to its passengers. Unwire serves as a transit software aggregator and provides rides through a single mobile application to access trip planning for fixed routes and on-demand, on-demand ride bookings and account-based mobile ticketing. Driven by a partnership with Unwire and the DART GoPass app, RideCo has created an integration platform called RideCo Connect. This new conduit into the RideCo platform will allow for native ride searching, booking, and tracking in third party applications, and will be expanded for further tight integration into existing agency infrastructure.

The first launch of RideCo Connect is live in the GoPass application and demonstrated in Tulsa, OK as part of the launch of Tulsa Micro Transit. RideCo Connect is the next generation of interconnectivity with existing Microtransit and Paratransit offerings and will help agencies stay ahead of their ever-expanding technology portfolio.

Payment Options

The RideCo platform supports multiple payment models and fare structures. Depending on what is desired by the agency, the passenger will have the option to pay by credit/debit card, magnetic stripe transit passes, cash, or mobile ticket.

To make use of our mobile fare payment options, passengers enter their card details on the payment screen. RideCo does not directly store credit card information at any point. Rather, all credit card information is securely processed and stored by our third-party payment processor Braintree (a division of PayPal). Braintree is a validated level 1 PCI-DSS (Payment Card Industry – Data Security Standard) compliant service provider. If the agency does not wish to use credit card payments, then the payment option can be removed.

Users who wish to pay with cash, transfer, pass, or mobile ticket will have the option to select their desired payment method from a menu in the application. The passengers will validate their selected fare media onboard the vehicle. The Driver App will notify the driver of which fare to expect.

Users without a banking institution or who do not own a credit card have the following options:

- Use a pre-paid credit card, which can be purchased with cash at convenience stores, pharmacies, or gas stations and used to purchase rides in the passenger mobile app. Program, such as the American Express Serve card, is purchasable without a credit check, requires no minimum balance, and is reloadable at over 45,000 locations including convenience stores.
- Use agency's existing fare media such as monthly or annual transit passes.
- Pay with cash.

If the passenger chooses to pay onboard (e.g., with a cash fare or a transit pass), the booking is accepted and payment is validated by the driver at the time of pick-up. To distinguish between different fare structures, passengers are white labelled as a member of a specific group based on their valid qualification for that user type (e.g., student ID or senior card). These passengers are then automatically charged a discounted rate upon booking. Additionally, passengers can also enter special codes to obtain a discount at the time of ride booking. For example, an employer may give their employees the code "GetToWork" to provide them with discounted trips (with the difference subsidized by the employer) or a student might enter "student" as a special code to obtain a discounted student fare. Similarly, passengers with accessibility requirements will be provided with a special code upon account registration that they must enter to book an accessible vehicle. Our software can support many coupon codes. These codes can be geofenced to only be valid for trips to/from specific locations if necessary.

RideCo's system can also be integrated with third-party fare collection systems. We have experience integrating with new providers from previous deployments that used Masabi mobile ticketing and Validators as well as Token Transit.

Approved Equipment/Third Party Software

Passenger Mobile App Requirements:

- iPhone running the most recent iOS major version release and two previous major version releases, or Android device running the most recent Android OS major version release of and two previous major version releases with Google Play Services.
- Minimum screen resolution 800x480.
- Minimum recommended CPU: dual-core 1.5GHz.
- 1GB RAM.
- 200MB internal storage.

Driver Mobile App Requirements:

- Android device running the most recent Android OS major version release of and one previous major version release with Google Play Services.
- GPS enabled phone.
- High speed (4G recommended) data plan with a minimum of 2GB/month.
- Minimum screen resolution 800x480.
- Minimum recommended CPU: Mid-to-High range performance CPU based on.

ARMv8-A 64-bit Architecture

- 2GB RAM
- 1GB internal storage

Browser requirements for operations dashboards

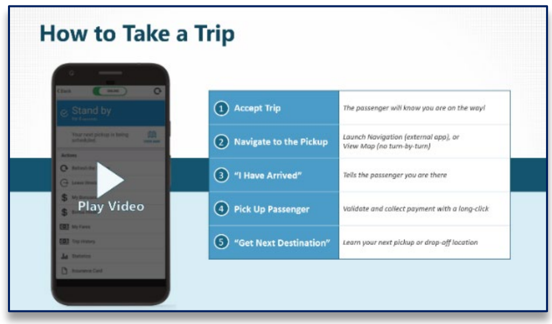
- Google Chrome (the most recent major version release and one previous major version release).
- Firefox (the most recent major version release and one previous major version release).
- Safari (the most recent major version release and one previous major version release).

Training

RideCo's driver training team has developed detailed, user-friendly training documentation through our experience working with partners, drivers, and transit system drivers. Our training program has graduated over 1,000 drivers. Several agencies, including LA Metro, Houston METRO, and Calgary Transit (among others) have trusted RideCo to train their team of drivers, call center reservationists/dispatchers, and administrators. Our Project Manager will set up the agency's team for long-term success throughout the implementation period and for the long term.

RideCo staff will work with the agency's staff to provide the following training for the proposed service:

- Driver App interactive training and documentation.
- Customer assistance training for support personnel.
- In-person 'train the trainer' training for system administrators and reservationists/dispatch personnel on the use of the apps and dashboards.
- Follow-up one-on-one training at any time for the trainers, coordinators or end-users of the operations dashboards or analysis/reporting tools.



Our training program couples video-based lessons with in-person guidance to train drivers on the Driver App and how to report technology issues that may arise during service. Drivers will be provided with handbooks that explain the use of the app and will be able to assist passengers with most questions they might have about the technology.

All vehicle operators/drivers go through an orientation program, which includes customer service, dispatch, administration, and maintenance procedures. The last phase of the orientation is for a driver to perform a "ride around" with an experienced driver for final training and to answer any questions. RideCo's staff will also provide technical training to system administrators on all aspects of the back-end dashboard suite, such as:

- How configuration changes work in the system, including updates to service territory, flex stop locations, fare/pricing, and referral and coupon codes.
- How to use and interpret the dashboards and what the system capabilities are.

Our customer success team customizes our driver training manual in a way that accounts for the specifics of each unique RideCo-powered service. The manual for the agency will include information on the following:

- Starting new itineraries in the Driver App.
- Navigating between destinations.
- Going online and offline in the Driver App.
- The procedure for picking up and dropping off passengers.

- How to create a new driver profile.

The number of agency staff to be trained is at the agency's discretion; however, we recommend training all staff who will be directly involved in the day-to-day operations of the system. We typically provide between 10 and 12 hours of instruction for call centre training, dashboard suite training, Zendesk (our preferred CRM) customer ticketing portal training, reservationist training, and Driver App training.

Our Project Manager for this service will conduct follow-up one-on-one training at any time (scheduled upon reasonable notice) for local trainers, coordinators, or end-users of the operations dashboards and analysis/reporting tools.

RideCo's training program is outlined in the four-module course syllabus featured below. Additionally, RideCo will provide NCDOT DRO's training personnel with written documentation (i.e., handbooks) as well as detailed training videos on our system's backend.

Module	Description	Lessons	Format
Driver Module	Teaches vehicle operators how to use the RideCo platform	• Introduction • Starting an itinerary • Picking up a passenger • Dropping off a passenger • Navigation • Canceled rides • Going online and offline • Exiting an itinerary • Setting up Driver profiles	• In-class training • On-road training(1)
Call Center Module	Teaches call center employees how to assist passengers with booking and tracking their rides(2)	• Logging in as a customer • Booking a ride • Reviewing existing bookings • Tracking a ride • Cancelling a ride • Editing an existing booking	• In-class training
Dashboard Module	Teaches agency staff how to use the RideCo dashboard	• Overview • Tracking itineraries • Tracking rides • Tracking users • Statistics • Exporting data • User groups • Vehicle providers	• In-class training • Additional virtual follow-up sessions as required(3)

Reporting Module	Teaches agency administrators how to understand and interpret RideCo's data reporting capabilities	• Reading KPI reports • Utilizing data	• In-class or virtual training

(1) On-road training is determined with the client and depends on the scale, complexity, and background of the drivers. This component of the module includes a combination of fake passengers and internal text passengers to facilitate a real operating simulation.
(2) This module is only covered if the service utilizes a call center in their operation.
(3) This training module is created to match the specific needs of the organization and can be broken into different training for different audiences if certain tasks do not overlap.

RIDECO UNIVERSITY

In the spirit of ensuring our customers have access to all the tools needed for the operation of a successful transit service, RideCo has created an online learning portal called RideCo University. Here, your operations team will have on-demand access to learning modules specific to their roles. Also available to RideCo clients is our online Knowledge Base. In this repository, agencies currently operating a service with RideCo can search for articles on a particular topic and stay up to date on current features.

Clients are also able to view past webinars that will help enhance their current service and case studies of other RideCo operations which will highlight not only the use case but metrics that the case study agencies were able to achieve. It is important to note that this knowledge base is not designed to take the place of the project team assigned to the project who are available as needed to design, scale, enhance and support the agency's existing service.

p) Description of Vendor Submitting Offer Form

RideCo U.S. Inc. (RideCo) is a privately-owned corporation and alongside its parent company Transit Labs Inc., have North American operations in Waterloo, Canada, Los Angeles, California, and staff in offices across the U.S. including in San Francisco, Denver, Atlanta, and North Carolina. We have been in business for over eight (8) years and have launched 65+ microtransit and paratransit services across North America and Asia with a healthy pipeline of launches already scheduled in 2023. Our notable large city clients include VIA Metropolitan Transit San Antonio, Houston METRO, Los Angeles Metro, Calgary Transit, and RTC of Southern Nevada. **Our demand-response transit services collectively transport more than 2.4 million passengers annually on RideCo's platform today, and with our scheduled new launches in 2023, this will surpass 5 million annual rides by the year-end.**

RideCo is the most advanced microtransit technology and services company on the market today and is trusted by large and small city clients. We launched the first ever app-based on-demand public transit service in North America in 2015 and have since developed many innovative features that provide transit passengers with the best passenger experience and transit agencies with highly productive, financially sustainable services. Examples of this can be seen in our on-demand microtransit service for VIA San Antonio in Texas, and for Calgary Transit in Alberta, Canada; these services have reduced the agency's per-passenger-trip cost.

With a passion of increasing accessibility and equity, while increasing efficiency and productivity, RideCo provides solutions for a growing list of mobility-related challenges and use cases:

- Low-density area community trips.
- First and last mile access challenges for transit hubs.
- Upgrading paratransit to be more efficient and on-demand.
- Replacing underperforming bus routes.
- Rural mobility & intercounty connectivity.
- Parking management challenges at transit/rail stations.
- Lengthy or otherwise challenging commuting conditions for workers.

RideCo Intellectual Property Clause

All intellectual property created or developed by or on behalf of RideCo prior to or independently of this Agreement shall remain vested in RideCo, which background intellectual property of RideCo includes know-how, processes, methodologies and all proprietary information and materials of RideCo, the RideCo microtransit technology and all software code and algorithms used in the provision of services hereunder. Except as specifically set out in this Agreement or a SOW, no rights whatsoever are granted to NCDOT/DRO in the patents, copyrights, trade secrets, trademarks, or other intellectual property of RideCo whether created prior to, during, or after the performance of this Agreement. For certainty, any improvements, modifications, or customizations made to RideCo's background intellectual property, whether requested or suggested by NCDOT/DRO, will belong exclusively to RideCo and to the extent NCDOT/DRO acquires any right therein, NCDOT/DRO will assign the same immediately to RideCo and waive any moral rights in connection with the same. Any deliverables developed specifically for NCDOT/DRO as specified in a SOW and any Service Data will be assigned to NCDOT/DRO on completion or termination of the Services or this Agreement after payment of all undisputed outstanding fees invoiced by RideCo. Unless otherwise specified in a SOW, RideCo shall own all right, title and interest and all intellectual property rights to any deliverables created by RideCo pursuant to this Agreement or any SOW hereunder and such deliverables shall not be considered "works made for hire".

Litigation Disclosure

RideCo does not have any criminal litigation, misappropriation, or deception case.

RideCo has an active patent lawsuit with a competitor; however, this is not pertinent to the disclosure requirement in this RFP and RideCo does not anticipate any interruption to our business from this litigation. See details:

RideCo Brings Patent Infringement Claims Against Via Transportation and Responds to Via's Meritless Lawsuit (prnewswire.com)

q) Attachments

- RideCo Subscription and Services Agreement (Software)
- Passenger App Walkthrough
- Driver App Walkthrough
- Project Case studies
- Addendums Acknowledgement
- All pages of this solicitation document (including Attachments A, B, and C)

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

This Subscription and Services Agreement is entered into on _______________, 20__ (the "**Effective Date"**) by and between **RideCo US, Inc.**, a Delaware corporation having its registered office at 10880 Wilshire Boulevard, Suite 1101, Los Angeles, CA 90024 ("**RideCo**"), and **_________________________,** having its registered office at _____________________ (the "**Customer**") and governs use by Customer of RideCo's on-demand software & solutions, also known as the Dynamic Transit System (as further defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, it is agreed by and between the parties as follows:

1. INTERPRETATION

1.01 Definitions: In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings:

"**Agreement**" means this subscription and services agreement and includes any amendments, supplements, schedules, exhibits or appendices attached, referencing this agreement, or expressly made a part hereof by agreement between the parties.

"**Approved Equipment/Third Party Software**" means the equipment and third-party software required to operate the Distributed Software, specified in Schedule "B" hereto, including all upgrades, enhancements, releases, additions, modifications, and replacements of same from time to time approved in writing by RideCo.

"**Distributed Software**" means the RideCo passenger mobile application and driver mobile applications and any other software tools or components made available by RideCo for download under this Agreement.

"**Dynamic Transit System**" means RideCo's proprietary software programs including optimization algorithms, data analysis algorithms, web application, passenger mobile application, driver mobile application, dashboards, graphical user interface, all documentation and end user manuals;

"Documentation" means any and all of the following that are provided by RideCo, in any form of media, in connection with the Service Offerings: (a) know-how, proprietary information and methodologies, document templates and best practice guides; (b) scripts and data analysis tools; (c) user manuals and guides, that explain or facilitate the use of the Software, including all updates thereto; and (d) data sheets, specifications and other technical documents and materials in respect of the Software.

"Downtime" is the total accumulated minutes during a calendar month that are part of Maximum Available Minutes and that has a critical failure of the Software (which for greater certainty means a majority of the functions of the Software are unavailable or inaccessible for a majority of end users of the Customer).

"**Fees**" means the fees due and payable to RideCo under this Agreement as specified and further defined in an applicable SOW and/or Exhibit attached thereto.

"Maintenance and Support Services" means the technical services provided by RideCo as further described in Section 2 of Schedule "B" to this Agreement.

"Maximum Available Minutes" is the total accumulated minutes during a calendar month when the Service Offerings are expected to be available to facilitate the booking and provision of passenger rides and for the use of operator dashboards.

"Monthly Uptime Percentage" is calculated as Maximum Available Minutes less Downtime divided by Maximum Available Minutes in a calendar month for a given platform or program subscription. Monthly Uptime Percentage is represented by the following formula:

> Monthly Uptime % = (Maximum Available Minutes - Downtime) / Maximum Available Minutes

"Personal Data" has the meaning given in Schedule "C".

"Platform Software" means collectively the RideCo Dynamic Transit System (DTS) cloud platform technology and underlying software, including its dynamic routing technologies, ride-sharing technologies, algorithms, implementation architectures, operations dashboards, user interfaces, and application programming interfaces ("APIs") to third party systems.

"**Operational Data**" means data recorded by the Distributed Software and presented through export on the operations dashboard end-user interface, where such data is provided by Customer or passengers or partner drivers and operators of Customer. For greater certainty, Operational Data includes, but is not limited to, passenger ride booking information (origin, destination, time, payment, status) and driver action data (location data, pickup/drop-off times) however Operational Data does not include System Log Data or any other data that is not provided as an export to an end user through the operations dashboard end-user interface.

"**Purchase Order**" means any purchase order signed by RideCo (or its agents or distributors or resellers) and the Customer respecting the Service Offerings, either attached to this Agreement or incorporated by reference.

"Service Offerings" means collectively the Software, Documentation, associated APIs and interfaces to third party systems provided by RideCo pursuant to any Statement of Work on the terms of this Agreement.

"Software" means collectively the Distributed Software, Platform Software, and any interfaces between the two.

"**Software Enhancements**" means an update or upgrade to the Distributed Software or to the Platform Software, which update or upgrade may include new product features that change the character or structure of the software or its functional use or operation and will usually form part of an automatic update to the Software without any action being required from Customer.

"**Statement of Work**" means one or more work orders or schedules of Service Offerings and deliverables to be performed or provided under this Agreement, the first of which is attached as Schedule "A" . A Statement of Work may contain the agreed additional fees and payment criteria. Each Statement of Work shall be attached to this Agreement as a sequentially numbered exhibit, and shall expressly be deemed incorporated into this Agreement and subject to all the terms and conditions set forth herein.

"System Log Data" means data derived by RideCo from Operational Data which has been aggregated with other RideCo customer data, and which has been de-identified consistent with applicable legal definitions of de-identified information and in a manner so that it contains no Personal Data and does not, and cannot reasonably be used, to identify Customer or any individual. For greater certainty, System Log does not identify a specific passenger or driver, nor does it contain any Customer Confidential Information.

"Vehicle Hours" means the hours that a vehicle is scheduled to or actually travels from the time it pulls out from its garage to go into revenue service to the time it pulls in from revenue service.

"Vehicles in Operation" means the maximum number of vehicles actually operated to provide service on an average weekday.

1.02 Schedules: The schedules to this Agreement are set forth as follows:

Schedule "A"	Statement of Work
Exhibit 1 to Schedule "A"	Financial Terms
Schedule "B"	Service Level Agreement
Schedule "C"	Data Protection Undertaking
Schedule "D"	Insurance (if required by client)
Schedule "E"	Federal Provisions (if required)

2. SERVICE OFFERINGS LICENSE, INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY

2.01 License Grant: Subject to the terms of this Agreement, RideCo grants Customer a limited, revocable, non-exclusive and non-transferable license to: (a) access and use the Service Offerings in the geographic locations and for the use-cases set forth in the Purchase Order and in accordance with the applicable Statement of Work. The Distributed Software may only be used in combination with the Approved Equipment/Third Party Software. RideCo or its agents, resellers or distributors may release from time to time to Customer at no additional charge during the term of this Agreement, software bug fixes and patches and such releases shall be considered "Software" hereunder and subject to the terms of this Agreement unless otherwise specified by RideCo. This license does not imply any rights to Software Enhancements or technical or other support services, except as otherwise expressly set forth herein. As used herein the "Intended Purpose" means use of the Service Offerings for the purpose of providing dynamic routing and shared ride technologies relating to the Customer's transportation operations.

2.02 Restrictions & End User Terms:

(a) *Restrictions*. Except as otherwise expressly permitted in this Agreement, Customer shall not, and shall not encourage any third party to: (a) customize, modify or create any derivative works of the Service Offerings; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Software (except to the extent applicable laws specifically prohibit such restriction); (c) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Distributed Software; (d) publish or disclose any results of benchmark tests run on the Software to a third party without RideCo's prior written consent; (e) redistribute, encumber, sell, rent, lease, sub-license or otherwise transfer rights to the Service Offerings; (f) copy, reproduce, distribute, modify or in any other manner duplicate the Software, in whole or in part and Customer may not copy any written materials (except for training materials and for internal use) accompanying any portion of the Service Offerings unless specifically authorized in writing to do so by RideCo. Customer shall not access the Service Offerings in order to: (i) build a competitive product or service; or (ii) copy any ideas, features, functions or graphics of the Service Offerings. For greater certainty, Customer will not be in breach of this Section 2.02 if Customer independently develops a competing product or service without use or reference to RideCo's Confidential Information as described in Section 2.09 below.

(b) *End Users.* RideCo shall ensure that end users agree to mutually agreed terms of service and privacy policy in accordance with requirements of applicable law before using the service. RideCo will inform end users that the transportation services are provided by Customer (or its partner drivers, as appropriate); not RideCo.

2.03 RideCo Intellectual Property: All intellectual property created or developed by or on behalf of RideCo prior to or independently of this Agreement shall remain vested in RideCo, which background intellectual property of RideCo includes know-how, processes, methodologies and all proprietary information and materials of RideCo, the RideCo micro transit technology and all software code and algorithms used in the provision of services hereunder. Except as specifically set out in this Agreement or a SOW, no rights whatsoever are granted to Client in the patents, copyrights, trade secrets, trademarks or other intellectual property of RideCo whether created prior to, during or after the performance of this Agreement. For certainty, any improvements, modifications or customizations made to RideCo's background intellectual property, whether requested or suggested by Client, will belong exclusively to RideCo and to the extent Client acquires any right therein, Client will assign the same immediately to RideCo and waive any moral rights in connection with the same. Any deliverables developed specifically for Client as specified in a SOW and any Service Data will be assigned to Client on completion or termination of the Services or this Agreement after payment of all undisputed outstanding fees invoiced by RideCo. Unless otherwise specified in a SOW, RideCo shall own all right, title and interest and all intellectual property rights to any deliverables created by RideCo pursuant to this Agreement or any SOW hereunder and such deliverables shall not be considered "works made for hire".

2.04 **Operational Data**: As between Customer and RideCo, Customer will own the Operational Data. Subject to the data protection undertakings set out in Schedule "C", Customer hereby grants to RideCo for the duration of this Agreement a worldwide and royalty-free right and license to access and use the Operational Data for the sole purposes of: (i) providing the Service Offerings to Customer, (ii) assessing the performance of the Service Offerings; and (iii) creating System Log Data (as defined in Section 2.06 below). Customer is not entitled to receive any compensation or re-imbursement of any kind from RideCo for use of said Operational Data. Except as otherwise expressly permitted in this Agreement, RideCo does not claim any right, title or interest in the Operational Data. Customer represents and warrants that Customer has all necessary consents (if any) relating to the collection, retention, use, processing and disclosure of Operational Data (including all underlying Personal Data) and that use of the Operational Data in the manner contemplated in this Agreement will not breach the rights of any third party. For the avoidance of doubt, RideCo is not responsible for any liability arising out of the collection, retention, use, operation and disclosure by Customer of Operational Data (including any Personal Data contained therein).

2.05 **Data Protection Undertaking.** RideCo hereby agrees and undertakes to comply with the data protection undertakings set out in Schedule "C".

2.06 **System Log Data.** As between RideCo and Customer, all right and title to RideCo System Log Data belongs to RideCo and accordingly RideCo is free to use RideCo System Log Data for any purpose including the improvement of RideCo's Service Offerings.

2.07 **Suggestions.** RideCo shall have a royalty-free, worldwide, transferable, sub licensable, irrevocable, perpetual, unrestricted license to use and/or incorporate into its products, services and business any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Service Offerings.

2.08 **Reservation of Rights.** Except for the rights and licenses granted in this Agreement, Customer acknowledges and agrees that RideCo owns and shall retain all right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and all other intellectual property rights therein) in and to the technology used to provide the Service Offerings) and all related RideCo IP and RideCo grants Customer no further licenses of any kind hereunder, whether by implication, estoppel or otherwise. Customer acknowledges that only RideCo shall have the right to maintain, enhance or otherwise modify the Service Offerings.

2.09 **Confidentiality:**

(a) *Confidential Information*. As used herein, "**Confidential Information**" means all confidential information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party")** that is designated in writing as confidential or ought to be considered confidential based on the nature of the information and the circumstances of disclosure. For greater certainty**,** the Documentation and the functionality of the Software are all Confidential Information of RideCo. Confidential Information shall not include any information that the Receiving Party can demonstrate by its written records: (a) was known to it prior to its disclosure hereunder by the Disclosing Party; (b) is or becomes known through no wrongful act of the Receiving Party; (c) has been rightfully received from a third party without restriction or disclosure and without breach by such third party of a non-disclosure obligation; (d) is independently developed by the Receiving Party; (e) has been approved for release by the Disclosing Party's prior written authorization**.**

(b) *Obligations*. Neither party shall use any Confidential Information of the other party except as necessary to exercise its rights or perform its obligations under this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own Confidential Information of like nature. Neither party shall disclose the other party's Confidential Information to any person or entity other than its officers, employees, service partners, consultants and legal advisors who need access to such Confidential Information in order to effect the intent of the Agreement and who have entered into written confidentiality agreements with it at least as restrictive as those in this Section. Upon any termination of this Agreement, the receiving party will promptly return to the disclosing party or destroy, at the disclosing party's option, all of the disclosing party's Confidential Information.

(c) *Injunctive Relief*. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the disclosing party may not have an adequate remedy in money or damages if any unauthorized use or disclosure of its Confidential Information occurs or is threatened. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

(d) *Other Exemptions*. Notwithstanding the foregoing provisions in this Section 2.09, the parties may disclose this Agreement: (i) as otherwise required by law or the rules of any stock exchange or over-the-counter trading system provided that reasonable measures are used to preserve the confidentiality of the Agreement; (ii) in confidence to legal counsel; (iii) in connection with the requirements of a public offering or securities filing provided reasonable measures are used to obtain confidential treatment for the proposed disclosure, to the extent such treatment is available; (iv) in connection with the enforcement of this Agreement or any rights under this Agreement, provided that reasonable measures are used to preserve the confidentiality of the Agreement; (v) in confidence, to auditors, accountants and their advisors; and (vi) in confidence, in connection with a change of control or potential change of control of a party or an affiliate of a party, provided that reasonable measures are used to preserve the confidentiality of the Agreement; and fulfilling ay obligation under Section 2.09(e) below. For any legally compelled disclosure or disclosure pursuant to a court, regulatory, or securities filing or as required by statute, the parties shall reasonably cooperate to limit disclosure of this Agreement and Disclosing Party will not be in breach of its obligations of confidence by complying with such requirements. For greater certainty, nothing in this Section 2.09 will diminish a Receiving Party's obligations under this Agreement to comply with applicable privacy and personal information protection laws (including the obligations set out in the applicable Statement of Work).

(e) *Statutory Disclosure Requirements*. Any documents or work product that Customer receives from RideCo pursuant to this Agreement may be considered public records or records subject to access to information laws which govern Customer. If RideCo believes that any such documents or work product contain information exempt from disclosure, or, include confidential information which is otherwise subject to protection from disclosure, RideCo shall mark such documents and/or work product as "CONFIDENTIAL INFORMATION EXEMPT FROM DISCLOSURE."

(i) Customer shall immediately notify RideCo upon Customer's determination that a request for public disclosure of records has been made that includes any records that have been so marked, which shall in no event be later than ten (10) business days following receipt of such request;

(ii) Customer shall seek a formal legal opinion within the statutorily required time period regarding whether the requested records are exempt from disclosure under the specific legislation. RideCo may file a brief in support of its position. Until such opinion is delivered, Customer will maintain the confidentiality of such records; and

(iii) If the formal legal opinion concludes that the requested records are not exempt from disclosure and Customer agrees, in its sole discretion, to a request by RideCo to challenge this opinion in court pursuant to the procedures of applicable legislation, RideCo shall assist Customer in its defense of the same.

3. MAINTENANCE AND SUPPORT SERVICES

3.01 Maintenance and support for the Software will be provided in accordance with the terms of Schedule "B".

4. FEES AND PAYMENT

4.01 **Fees:** In consideration of the provision of the license and services under this Agreement to Customer, Customer agrees to pay RideCo the Fees in accordance with any applicable Statement of Work and/or Exhibit attached thereto.

4.02 **Taxes:** All charges and fees provided for in this Agreement are exclusive of and do not include any foreign or domestic governmental taxes or charges of any kind imposed by any federal, state, provincial or local government on the transactions contemplated by this Agreement, including without limitation excise, sales, use, property, license, value-added taxes, goods and services, harmonized, franchise, withholding or similar taxes, customs or other import duties or other taxes, tariffs or duties other than taxes that are imposed based on the net income of RideCo. Any such taxes that are imposed on the net income of RideCo shall be the sole responsibility of RideCo. Notwithstanding the generality of the foregoing, if Customer is a purely governmental organizations exempt from payment of any taxes, then Customer shall not be charged taxes under this Agreement.

5. TERM AND TERMINATION

5.01 **Term:** This Agreement commences on the Effective Date and shall run for an initial period specified in the applicable Statement of Work together with any agreed extensions, unless terminated sooner in accordance with the terms of this Section 4.

5.02 **Termination:** Either party may terminate this Agreement with written notice if the other party: (i) fails to correct a material breach of its obligations under this Agreement within thirty (30) days after receipt by such other party of written notification from the notifying party of such material breach; (ii) ceases to carry on business as a going concern; or (iii) files a bankruptcy petition or has such a petition filed involuntarily against it, becomes insolvent, makes an assignment for the benefit of creditors, consents to the appointment of a trustee, or if bankruptcy reorganization or insolvency proceedings are instituted by or against the other party.

5.03 **Survival**. The following Sections shall survive the termination or expiration of this Agreement for any reason: 1. (Definitions), 2.02(a) (Restrictions), 2.03 (RideCo Intellectual Property), 2.06 (System Log Data), 2.07 (Suggestions), 2.08 (Reservation of Rights), 2.09 (Confidentiality), 4.03 (Survival), 4.04 (Effect of Termination), 5.02 (Disclaimer of Warranties), 5.03 (Service Disclaimer and Liability Waiver), 5.04 (Limitation of Liability), 6. (General Provisions) and all terms related to payment (until payments have been made in full) and any other terms herein which expressly state that such terms will survive or which by their nature are required to survive to give effect to the surviving terms stated to survive, shall survive the termination or expiration of this Agreement for any reason and will continue in full force and effect subsequent to and notwithstanding such termination, until such provisions are satisfied or by their nature expire.

5.04 **Effect of Termination.** On termination, Customer shall destroy all copies of the Distributed Software, all accompanying Documentation and Confidential Information of RideCo and shall provide confirmation of having done so within 5 business days of the effective date of termination.

6. WARRANTIES, INDEMNIFICATION, LIABILITY

6.01 Warranties:

(a) *Representations and Warranties by Each Party*. Each party represents, warrants to the other party that: (i) it is a corporation or limited liability company, duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) it has all requisite power and authority and approvals to execute, deliver and perform its obligations under this Agreement; (iii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by it and any necessary third parties;

(b) *RideCo Warranties.* RideCo represents and warrants to Customer that RideCo will perform its duties and obligations hereunder in a careful, diligent, professional, proper, efficient and business-like manner. RideCo further represents and warrants that:

(i) The Service Offerings do not to RideCo's knowledge infringe any patent, copyright or trademark or violate the trade secret or other proprietary rights of any third party;

(ii) RideCo owns or has exclusive or non-exclusive rights in all patents, copyrights, trademarks, trade secrets and other proprietary rights in and to the Service Offerings necessary to grant the licenses herein; and

(iii) RideCo possesses the legal right and authority to execute and perform this Agreement,

(c) *Customer Warranties*. Customer represents and warrants to RideCo that Customer adheres to applicable privacy laws and has in place appropriate agreements with end users regarding the collection, processing and use of Customer Personal Data (as defined in Schedule "C") in accordance with the terms of this Agreement and subject to compliance with Schedule "C" by RideCo, will not violate any rights of a third party or breach applicable data protection laws.

6.02 **Disclaimer of Warranties:** The Service Offerings are provided 'as is' and RideCo does not warrant, however, that the functions performed by the Service Offerings will meet Customer's requirements or that the operation of the same will be uninterrupted or error-free. Except as set forth in this Agreement, there are no other warranties or conditions of any kind, including without limitation, the warranties that the Service Offerings are free of defects, merchantable or fit for a particular purpose. Specifically, RideCo makes no representation or warranty regarding the merchantability, fitness for a particular purpose of the Service Offerings. All Approved Equipment/Third Party Software is subject to the warranty of its respective manufacturer and no warranty whatsoever is provided by RideCo. RideCo makes no guarantee of the performance, accuracy and results of the Service Offerings with respect to Operational Data. This disclaimer of warranty constitutes an essential part of this Agreement. No use of the Service Offerings is authorized under this Agreement except under this disclaimer.

6.03 Service Disclaimer and Liability Waiver. Customer acknowledges that RideCo is a technology provider and not a provider of transportation services. To the fullest extent permitted by law, RideCo will not be responsible for: (i) the actions, inactions, errors, omissions, representations, warranties, breaches or negligence of any passenger or driver or for any personal injuries, death, property damage, or other damages of expenses resulting therefrom; or (ii) the actions, inactions, errors, omissions, representations, warranties, breaches or negligence of transportation providers or for any damages or expenses resulting therefrom including without limitation any personal injury or property damage and Customer expressly waives the right to bring any claim against RideCo, its successors, assigns or related companies, directors, officers or employees in respect of any and all actions, causes of action, damages, claims, cross-claims and demands of any kind in connection with the transportation, vehicular or driver related portions of the services.

6.04 Limitation of Liability:

(a) EXCEPT FOR BREACH OF CONFIDENTIALITY, MISAPPROPRIATION OF INTELLECTUAL PROPERTY, IN NO EVENT SHALL RIDECO BE LIABLE TO THE CUSTOMER FOR ANY LOST PROFITS OR FOR ANY INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND WHETHER OR NOT RIDECO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(b) Excluding any indemnification obligations and confidentiality obligations in this Agreement, RideCo's cumulative liability to the Customer or any other party for damages for any cause whatsoever will be limited to no more than the Fees paid under the applicable SOW in the preceding three (3) months.

6.05 Indemnification:

(a) RideCo shall indemnify, defend and hold Customer and its affiliates (including their officers, directors, agents, and employees) harmless against any claims by a third party that any part of the Service Offerings infringes any patent, copyright, trademark or trade secret right of such third party, and RideCo will pay any damages and expenses relating thereto, provided that the actual or alleged infringement has not been caused by the use of a modification of the Software other than by RideCo, by the combination and/or use of the Distributed Software with third party software, hardware, data, and/or technology not approved by RideCo in writing or by Customer's failure to implement any update or upgrade provided by RideCo. Customer will promptly notify RideCo of any such claim and provide reasonable assistance to RideCo with respect to handling the claim. Customer's failure to provide timely notice or reasonable assistance will relieve RideCo of its obligations under this Section to the extent that RideCo has been actually prejudiced by such failure. RideCo will have the sole right to defend, negotiate and settle any claims provided however that Customer shall have the right, at its option and expense, to participate in the defense of any action or proceeding through counsel of its own choosing.

RideCo may at any time and at its option and expense: (i) procure the right of Customer to continue to use the Service Offerings that may infringe a third party's rights; or (ii) modify the Service Offerings so as to avoid infringement; or (iii) terminate this Agreement and the licenses granted hereunder.

(b) Customer shall, except to the extent prohibited by law, indemnify, defend, and hold RideCo, its licensors and its affiliates (including their officers, directors, agents, and employees) harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, and/or judgments (collectively "**Claims**"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from RideCo by reason of any Claim arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property caused by any act, error or omission, or misconduct by transportation providers or passengers of the transportation service operated by or facilitated by Customer; or (b) violation of any law or regulation by Customer (including, without limitation, any privacy or personal information protection law or regulation); or breach of any data protection warranties under this Agreement.

7. General Provisions:

7.01 **Sub-Contract**: RideCo may sub-contract the performance of aspects of the Maintenance and Support Services set forth herein. For the avoidance of doubt, RideCo shall remain fully responsible for the performance of all aspects of the Maintenance and Support Services and shall be liable for the acts and omissions of its sub-contractors.

7.02 **Partial Invalidity**: If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

7.03 **Assignment:** Either party may not assign this Agreement without the written consent of (but on notice to) the other party. Notwithstanding the generality of the foregoing, RideCo may freely assign this Agreement to a successor in interest upon a merger, acquisition, reorganization, change of control, or sale of all or virtually all of its assets, and any such assignment shall not require the consent of the Customer. This Agreement shall be binding on and shall inure to the benefit of the parties, their successors and permitted assigns.

7.04 **Governing Law and Venue**: Except to the extent applicable law, if any, requires otherwise, this Agreement shall be governed by the laws of ______________________. All disputes relating to this Agreement shall be subject to in the courts of __________________________.

7.05 **Publicity.** RideCo shall be entitled to disclose and publicize in the form of customer lists and on its web site and marketing materials, the identity of the Customer as a client of RideCo, provided that the use of any trademark/logo of Customer shall be subject to Customer's prior written consent. RideCo shall be entitled to include a "*powered by RideCo*" statement in the white labeled versions of the Distributed Software.

7.06 **Force Majeure:** Except for payment obligations, neither party shall be liable for any delay or failure in performance due to such acts of God, earthquake, labor disputes, strikes, shortages of supplies, riots, war, fire, pandemics, epidemics, or transportation difficulties, to the extent not in control of such party. The obligations and rights of the excused party shall be extended on a week to week basis, provided, however, that a delay of thirty (30) days shall entitle the other party to terminate this Agreement without liability.

7.07 **Miscellaneous**: This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement may be amended only in writing signed by both parties. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. The relationship between RideCo and Customer is that of independent contractors and neither Customer nor its agents shall have any authority to bind RideCo in any way. If any dispute arises under this Agreement, the prevailing party shall be reimbursed by the other party for any and all legal fees and costs associated therewith. The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.

7.08 **Compliance with Laws:** In performing under this Agreement, RideCo shall comply with all applicable laws and regulations of any federal, state, provincial or local government entity.

7.09 **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. It is the intent of the Parties that the performance by RideCo of its duties and obligations for Customer shall be that of an independent contractor, and nothing herein shall create or imply an agency or employment relationship between Customer and RideCo. This Agreement shall not be deemed to constitute a joint venture or partnership between the Parties. RideCo agrees that as an independent contractor, Customer will not provide insurance coverage for it and it is not covered under the Customer's workers compensation insurance. RideCo also agrees that it will not be treated or seek to be treated as an employee of Customer for any purpose.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers in that behalf.

RideCo US, Inc.	**<<CUSTOMER>>**
____________________________	____________________________
Signature **I have authority to bind RideCo.**	Signature **I have authority to bind Customer.**
____________________________	____________________________
Name (typed or printed)	Name: (typed or printed)
____________________________	____________________________
Title	Title
____________________________	____________________________
Date	Date

RIDECO SUBSCRIPTION AND SERVICES AGREEMENT

SCHEDULE "A"
PROJECT TERMS AND INITIAL STATEMENT OF WORK

Project Term: Commences on the Effective Date and shall run for an initial period of twelve (12) months from the launch date to passengers, with two (2) additional options to extend by a 1-year term at Customer's discretion, subject to agreement of applicable terms including the appropriate Fees.

Zone: To be mutually agreed upon

Service model: To be determined (e.g. microtransit, paratransit, commingled, stop-to-stop, curb-to-curb)

Vehicles: To be determined by Customer

Service Hours: To be determined by Customer

Scope of Work:

Project Management, Training, Software Requirements, and Data Reporting:

1. Project management will be a continuous function and a key responsibility of RideCo. RideCo will develop and maintain an overall project schedule to ensure milestones are met in an efficient manner.
2. RideCo shall coordinate with Customer to refine and approve the service model, including specific stops, schedules, service coverage areas, and cost structure (including potential subsidization).
3. RideCo shall ensure adequate and complete training of initial operators, dispatchers, operations manager(s), and Customer staff that are involved in the operation or monitoring of the service. Additional training sessions may be requested for an additional fee.
4. RideCo will ensure that the functions listed in Software Functional Requirements (as outlined below) are met.
5. RideCo and Customer will agree upon data reporting expectations and shall include daily ridership information, stop locations, use of referral or promotional codes, qualitative data collected from riders to capture travel preferences, and other data as mutually agreed.
6. RideCo will work with Customer to coordinate a test run of both the software application and service prior to commencement of public revenue service operations.
7. RideCo will provide a standard daily KPI report, including data mutually agreed upon by Customer and RideCo. Custom reporting is out of scope but may be requested for an additional fee.
8. RideCo will review data dashboard with Customer and transportation partners on weekly basis during the first month of revenue service operations and a monthly basis thereafter, during the Project Term.
9. RideCo will periodically provide Customer with any recommendations for changes in stops, service hours, or promotions to ensure meeting project goals.
10. RideCo will provide Customer with a final report summarizing their market, operational findings, viability of long-term service, and recommendations. A presentation on the final report will be provided to Customer staff.

Branding and Marketing:

1. RideCo will brand the rider mobile application uniquely to the service. Customer will provide necessary graphics and content for RideCo to brand the application.
2. RideCo will advise Customer in the marketing of the service to passengers, including providing examples of successful marketing materials from other client efforts.

3. RideCo will configure and manage referral and promotional codes throughout, during the Project.

Software Functional Requirements:

Passenger Application Requirements:

Rider Account

- Trip history menu to see trip details
  - Start & end time
  - Starting & ending address
  - Trip cost (if applicable)
  - Help menu to provide feedback, or report other issue
- Reserved trip details
- Recent destinations are automatically saved to rider account

Ride Booking and Tracking:

- Ability to enter an address or select current or specific location on the map
- Reserve multiple seats or seat types (e.g. accessible)
- Reserve trips up to 5 business days in advance
- Reserve multiple trips at once (same trip for multiple days in one week)
- Retain recently queried locations so they are easy to pull up even if rider does not designate them as a "favorite"
- Ability to restrict stop vs. doorstep drop-off and pick-up points
- Vehicle location, vehicle ID and driver information are displayed while waiting for pickup
- Ability to call and/or leave a note for driver

Payment

- Ability to hold credit card information.
- Place to enter promotional codes

Rating System

- Ride rating (e.g., 1 to 5 stars)

Customer Support

- Legal/terms and conditions
- A place for Frequently Asked Questions (FAQs)
- In app requests for support
- Customer service system that creates trackable tickets for follow up and resolution
- Ability to mask phone number when contacting driver

Driver Application Requirements:

- Automatic trip dispatching
- Dynamic routing capabilities to adjust vehicle allocation efficiently.
- Make phone calls to a rider via anonymized phone number
- Ability to launch turn-by-turn driving directions

Operations Dashboard Requirements:

- Dashboards accessible to operations coordinators and authorized individuals by the City

- Dashboard displays real-time data on riders, vehicles, drivers and service performance/Key Performance Indicators (KPIs). Data available includes:
  - Ridership
  - Travel times
  - Trip denial rate
  - Booking abandonment rates
  - On-time performance
  - Trip and driver reviews
  - Trip and driver comments

- Ability to assign different user-level permissions and rights based on operator, seniority, or role.
- The data gathered will be shared with / available to the operator or agency in multiple formats:
  - Dashboards to visualize rider, driver, and performance data, aggregated across a period or at an individual trip/driver level
  - Weekly and monthly performance reports provided in Excel, in a performance format to be mutually agreed upon
  - Exports of the raw data (rides, vehicles, times, locations etc.) in CSV format that can be further analyzed by the operator or agency staff if they desire

Software Security, Reliability & Privacy Requirements:

- The passenger and driver apps are 'stateless' and do not store any confidential passenger data on the local device.
- All data is stored securely in the cloud (Amazon Web Services – 'AWS').
- The passenger and driver apps communicate securely with the cloud-based platform using RESTful APIs.
- The software platform has a 99.9%+ historical uptime performance record.
- Data is encrypted in transit.
- All public facing webservers have been hardened using industry standard practices.
- Internal networks are shielded by security groups which define allowable ports and IP addresses for internal services.
- APIs are all secured using token authentication using an identity management system. Tokens are only valid for one user and can only be acquired by successfully authenticating against an authentication API. APIs used by internal components are never exposed publicly. For certain API calls, throttling exists to prevent against DOS type attacks.
- Daily backups of production databases for disaster recovery.
- Software does not store any payment card or billing information on company's servers.
- The mobile applications and operations dashboards include their own terms of service to end users that include provisions relating to data privacy, confidentiality, and intellectual property rights.

Eligibility Portal (IF REQUIRED & PRICED)

- Eligibility application system is capable of providing and managing both digital and paper-based applications. Digital applications automatically load into the eligibility system, and update rider profiles based on application information.

- Eligibility Workflows: System is capable of tracking all incoming applications through the entire eligibility workflow. The workflow is configurable based on agency requirements. Eligibility workflows are able to identify which service level the applicant is most likely to be eligible for based on their profile details and application. Workflows also support service expiry and renewal.
- Eligibility Responses and Letters: The eligibility system automatically generate application response letters, expiry warning letters, all based on agency requirements and templates based on agency requirements and templates
- The eligibility system has historical tracking and auditing in place on individual records to determine which account or coordinator approved or denied service to an applicant. Every change to every data field is logged for historical auditing purposes and includes the user/account that made the change.
- Passenger profile storage has detail access, view, and edit rights can be controlled based on the user type (eligibility team, eligibility supervisor, eligibility coordinator, dispatcher team, dispatch manager etc.)
- The system provides for documents and file storage for each passenger profile (e.g. to store IDs, completed forms). Files and documents should syncronize with Sharepoint (or applicable file storage system) as required by the agency.

EXHIBIT 1 TO SCHEDULE "A"

FINANCIAL TERMS

TBD

SCHEDULE "B"
SERVICE LEVEL AGREEMENT

1. APPROVED EQUIPMENT / THIRD PARTY SOFTWARE

Driver Mobile App Requirements:

- Android Device running the most recent Android OS major version release of and one previous major version release with Google Play Services
- GPS Enabled Phone
- High speed (4G recommended) data plan with a minimum of 2GB/month
- Minimum screen resolution 800x480
- Minimum recommended CPU: Mid-to-High range performance CPU based on ARMv8-A 64-bit Architecture
- 2GB RAM
- 1GB internal storage

Passenger Mobile App Requirements:

- iPhone running the most recent iOS major version release and two previous major version releases, or Android device running the most recent Android OS major version release of and two previous major version releases with Google Play Services
- Minimum screen resolution 800x480
- Minimum recommended CPU: dual-core 1.5GHz
- 1GB RAM
- 200MB internal storage

Browser requirements for operations dashboards:

- Google Chrome (the most recent major version release and one previous major version release)
- Firefox (the most recent major version release and one previous major version release)
- Safari (the most recent major version release and one previous major version release)

2. MAINTENANCE AND SUPPORT SERVICES

2.1 Maintenance Services: RideCo shall provide the following maintenance services to Customer:

(a) Supply or deploy corrections to the Software as required to correct errors, defects, malfunctions, and deficiencies, if any, in the Software; and

(b) Supply or deploy improvements, extensions, upgrades, enhancements and other changes to the Software developed from time to time by RideCo.

2.2 Support Services: In response to a support request from Customer, RideCo shall provide the following support services to Customer as per the priority levels, response times and procedures specified in Schedule "B" to be provided remotely:

(a) Clarification of software functionality

(b) Adjustments to software configuration; and

(c) Advice on the use and results of the Service Offerings;

2.3 Services Outside Scope of Maintenance and Support: The Maintenance and Support Services to be provided under this Agreement do not include:

(a) Correction of errors or defects caused by operation of the Software in a manner other than specified in the Software documentation;

(b) Rectification of errors caused by incorrect use of the Software;

(c) Correction of errors caused in whole or in part by the use of computer programs other than the Software unless the use of such programs has been approved by RideCo in writing; or

(d) Diagnosis or rectification of faults not associated with the Software.

2.4 Access: The Customer shall:

(a) provide RideCo's support personnel reasonable or necessary access to the Customer accounts relating to the Distributed Software, as may be applicable, at mutually agreed upon times, and for the purposes of providing the Maintenance and Support Services;

(b) Provide RideCo with a duly qualified and trained representative of the Customer, and with all relevant information and assistance required by RideCo to enable RideCo to provide the Maintenance and Support Services.

2.5 Professional Services: Customer may request at any time and from time to time that RideCo provide to Customer any other professional services or Software modifications which are within the scope of its business and which are not provided for herein and which are not covered by the Subscription and Services Fee. RideCo shall evaluate such requests and may provide the Customer an estimate of the cost of such professional services. In no event shall RideCo be obligated to provide professional services not agreed in writing with Customer.

2.6 Availability:

(a) RideCo shall make the Service Offerings Available, as measured over the course of each calendar month during the term and any additional periods during which RideCo does or is required to provide Service Offerings (each such calendar month, a "**Service Period**"), at least 99.9% of the time (the "**Availability Requirement**"). "**Available**" means the Service Offerings are available and operable for access and use by the majority of end users of the Customer over the Internet in conformity with the specifications and documentation therefor. "**Availability**" has a correlative meaning. The Service Offerings are not considered Available in the event of any of the following:

(i) an issue affecting entire system or single critical production function for at least the majority of end users of the Customer;

(ii) System down or operating in materially degraded state for at least 50.1% of end users of the Customer.

3. PRIORITY LEVELS, RESPONSE TIMES, EXCEPTIONS AND PROCEDURES

3.1. Priority Levels

High	Business critical problems that affect the availability or access of or to the Service Offering for most users
Medium	Not critical but important problems that materially interrupt or restrict the normal production running of the Software (affecting a minority of users)
Low	Not business critical or important. Issues that do not materially impact the normal production running of the Software

3.2. Resources and Forms of Support

Support Portal	Utilized for medium or low priority items ** Customer specific slack channel(s) (typically one slack channel for each active service)
Emergency hotline	Used for critical / high priority items **Customer specific emergency telephone number **Customer specific emergency slack channel

3.3. Support Response Time

Priority	Response Time	Update Frequency	Resolution Time
High	Reviewed by RideCo staff and support ticket updated/created within 2 hours	Every 2 hours or as mutually determined	Within 24 hours RideCo will attempt to resolve all high priority issues within 24 hours, however resolution times may be longer depending on the nature and complexity of the problem.
Medium	Reviewed by RideCo staff and support ticket updated/created within 12 hours	Every working day or as mutually determined	Within five (5) business days

Low	Reviewed by RideCo staff and support ticket updated/created within 24 hours	Every week or as mutually determined	RideCo shall notify Customer within ten (10) business days of the analysis of the problem, the intended fix and the release in which it will be delivered. Where feasible, RideCo shall provide a temporary workaround to Customer.

3.4. **Exceptions:** No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("Exceptions"):

(a) Client's or any of its Authorized Users' misuse of the Hosted Services;

(b) failures of Client's or its Authorized Users' internet connectivity;

(c) internet or other network traffic problems or connectivity of cellular networks other than problems arising in or from networks actually or required to be provided or controlled by Supplier;

(d) Client's or any of its Authorized Users' failure to meet any minimum hardware or software requirements set forth in the Specifications; or

(e) Scheduled Downtime; or

(f) Downtime is caused by third party hardware or third party software, except to the extent Supplier exerts control over such third party hardware or third party software.

SCHEDULE "C"
DATA PROTECTION UNDERTAKING

1. **Definitions**. Capitalized terms used herein shall have the meanings set forth in this Section 1. Terms that are capitalized but not otherwise defined in this Schedule shall have the meaning set forth in the RideCo Subscription and Services Agreement ("**Agreement**")

"**Personal Data**" means data, whether true or not, about an individual who can be identified —

(a) from that data; or

(b) from that data and other information to which the organization has or is likely to have access;

"**Security Incident**" means —

(a) any act or omission that compromises the security, confidentiality, or integrity of Operational Data as it relates to Customer or the physical, technical, administrative, or organizational safeguards put in place by RideCo, or by Customer should RideCo have access to Customer's systems, that relate to the protection of the security, confidentiality, or integrity of Operational Data, or

(b) receipt of a complaint in relation to the privacy and data security practices of RideCo, or a breach or alleged breach of this Schedule relating to such privacy and data security practices. Without limiting the foregoing, the loss of or unauthorized access, disclosure, or acquisition of Operational Data, or an incident that prevents or limits users or Customer from accessing a system or any Operational Data (through the use of malware, ransomware, or otherwise) is a Security Incident.

RideCo agrees that the following terms shall apply where RideCo accesses, handles or uses any Operational Data under the Agreement, including in the course of and/or in connection with exercising its rights or carrying out its obligations under the Agreement:

a. <u>Standard of Care</u>. Except as provided in the Agreement, RideCo shall not sell, rent, transfer, distribute, or otherwise disclose Operational Data for RideCo's own purposes or for the benefit of anyone other than Customer, in each case, without prior written consent. RideCo shall comply with any reasonable written instructions the Customer gives RideCo in advance relating to compliance with any laws, regulations, court orders, or self-regulatory programs applicable to the collection, use, disclosure, treatment, protection, storage and return of Operational Data.

b. <u>Information Security</u>. RideCo shall maintain reasonable and appropriate policies and procedures to protect the security, privacy, integrity, and confidentiality of Operational Data, including a written information security program that is reviewed at least annually.

   i. RideCo shall implement administrative, physical, and technical safeguards to protect Operational Data from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices including the National Institute of Standards and Technology (NIST) Cybersecurity Framework, and the Payment Card Industry Data Security Standard), and shall ensure that all such safeguards, including the manner in which Operational Data is Processed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Schedule.

ii. At a minimum, RideCo's safeguards for the protection of Operational Data shall include: (i) limiting access of Operational Data to authorized users; (ii) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, application, database, and platform security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls within media, applications, operating systems, and equipment; (vi) encrypting Operational Data stored on any media; (vii) encrypting Operational Data transmitted over public or wireless networks; (viii) logically segregating Operational Data from information of RideCo or its other customers so that Operational Data is not commingled with any other types of information; (ix) conducting risk assessments, penetration testing, and vulnerability scans and implementing, at RideCo's sole cost and expense, a corrective action plan to correct any material issues that are reported as a result of the testing; (x) implementing appropriate personnel security and integrity procedures and practices; and (xi) providing appropriate privacy and information security training to RideCo's employees.

c. <u>PCI-DSS</u>.

i. If, in the course of its engagement by Customer, RideCo has access to or will collect, handle, access, use, store, process, transmit, dispose of or disclose credit, debit or other payment cardholder information (as such term is defined by the PCI-DSS, "**Cardholder Data**"), RideCo: (i) acknowledges that RideCo is responsible for the security of Cardholder Data that RideCo collects, handles, accesses, uses, stores, processes, transmits, disposes of, discloses, or otherwise possesses, for or on behalf of Customer or to the extent that RideCo could impact the security of Customer's Cardholder Data environment; and (ii) shall comply and remain in compliance with all rules, regulations, standards, and security requirements of the payment brands, including, without limitation, the PCI-DSS, in each case, as such may be amended, modified, supplemented, or replaced from time to time ("**PCI Security Requirements**") including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI-DSS at RideCo's sole cost and expense.

ii. RideCo shall, not less than once per year, at RideCo's sole cost and expense undergo a PCI-DSS assessment in the form and manner as required by the PCI-DSS and the payment brands (a "Security Assessment"), on all of RideCo's systems and System Components (as defined in the PCI DSS) used by RideCo to perform the services

d. <u>Security Incident</u>. If RideCo discovers a Security Incident, or if there has been any unauthorized or accidental disclosure, corruption, or damage of Operational Data, RideCo must inform the Customer without undue delay and no later than 72 hours after RideCo becomes aware of such Security Incident RideCo. Following a Security Incident, the parties will coordinate with each other to investigate the matter. RideCo will reasonable cooperate with Customer in Customer's handling of the matter, including: (i) assisting with any investigation; (ii) providing Customer with physical access to any facilities and operations affects; (iii) facilitating interviews with RideCo's employees, former employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with all privacy and data protection requirements or as otherwise reasonably required by the Customer. RideCo shall not inform any third party of any Security Incident involving Customer without first obtaining Customer's prior written consent, except when law or regulation requires it.

i. RideCo agrees that Customer has the sole right to determine: (i) whether to provide notice of a Security Incident to any affected individuals, regulators, law enforcement, agencies, or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and (ii) whether to offer any type of remedy to individuals affected by the Security Incident, including the nature and extent of such remedy..

ii. RideCo shall notify the Customer promptly in the event of any claim or complaint from any individual to whom the Operational Data relates and/or where there has been an event of non-compliance with any data privacy laws by RideCo, whether discovered by RideCo or forming the subject of an investigation and/or action by the relevant authorities.

iii. RideCo shall notify the Customer promptly in the event that RideCo is required by law, court order, warrant, subpoena, or other legal or judicial process to disclose any Operational Data to any person, unless prohibited by law.

e. Oversight of Security Compliance. At least once per year, RideCo shall conduct audits of the information technology and information security controls for all facilities used in complying with its obligations under this Schedule, including, but not limited to, obtaining a network-level vulnerability assessment performed by a recognized third-party audit firm based on recognized industry best practices.

i. Upon Customer's written request, to confirm compliance with this Schedule, as well as any applicable laws and industry standards, RideCo shall promptly and accurately complete a written information security questionnaire provided by Customer, or a third party on Customer's behalf, regarding RideCo's business practices and information technology environment in relation to all Operational Data being handled and/or services being provided by RideCo to Customer pursuant to this Schedule. RideCo shall fully cooperate with such inquiries.

ii. At no charge to Customer, RideCo shall, at least once each calendar year at no greater than a twelve month interval from the previous audit (such interval, the "Audit Period"), carry out an audit, report, attestation, and opinion that evaluates the security controls over RideCo's sites, facilities, systems (including infrastructure, software, people, procedures, and data), and system components through or from which the Services are provided, including those of all of RideCo's authorized users, subcontractors and subservice organizations, (collectively, "RideCo Systems") throughout the entirety of the Audit Period. Without limiting the foregoing, RideCo shall document any changes made to RideCo Systems relating to the Audit, including RideCo changes in the Subcontractors or subservice organizations used by RideCo, as well as assessments and attestations from RideCo, its subcontractors and any subservice organizations with respect to the effectiveness of the controls prior to and after the implementation of any such change.

iii. Audit Findings. If: RideCo at any time discovers a material or significant weakness or deficiency in RideCo's controls that could reasonably be expected to cause data loss or unauthorized access or disclosure of Operational Data (any of the foregoing, a "**Deficiency**"), then in each case RideCo's officer in charge of information technology security (or, if mutually-agreed, his delegated representative), shall notify Customer and meet with Customer upon Customer's request to discuss with Customer the nature and extent of the Deficiency, and RideCo shall (a) promptly develop a remediation plan with respect to each Deficiency (which shall include deadlines for the completion of the tasks/activities under such remediation plan and such deadlines shall be negotiated with Customer), (b) diligently implement the remediation plan and shall use commercially reasonable efforts to remediate any Deficiencies, and (c) promptly report to Customer on the status of remediation efforts as requested by Customer.

f. Consents. If under the Agreement, RideCo has to collect any Operational Data from the Customer's employees or any other individuals directly, RideCo must notify the individuals about the purpose of RideCo's collection and must obtain their consent before RideCo does so, and RideCo must follow any reasonable instructions which the Customer may give RideCo in this regard, and must comply with all applicable laws for such collection of Operational Data.

g. Third Party Disclosure. RideCo must not disclose any Operational Data to any other unrelated persons/entities or transfer any Operational Data outside of the USA or Canada without the Customer's permission in writing.

h. Return or Destruction of Operational Data. RideCo shall promptly return to the Customer or destroy any Operational Data received in error. RideCo must destroy Operational Data as soon as practicable if required by the Customer. At the end of the Agreement, RideCo must notify the Customer if RideCo or other recipients (if disclosure of Operational Data to such other recipients has been permitted by the Customer in writing) have any Operational Data collected/received as part of the Agreement and follow the Customer's instructions on returning or destroying the Operational Data, whether in written, electronic, or other form or media. Following such destruction, the Customer may require RideCo to certify that RideCo (and such recipients) no longer have Operational Data. If RideCo wants to retain any Operational Data beyond the end of the Agreement, RideCo will be required to inform the Customer of RideCo's reasons and seek the Customer's written consent on the same. RideCo shall comply with all reasonable directions provided by Customer with respect to the return or disposal of Operational Data.

SCHEDULE "D"
INSURANCE

A. Insurance Coverages. Service Provider shall provide and maintain insurance, acceptable to the Agency, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Service Provider, its agents, representatives or employees. Service Provider shall procure and maintain the following scope and limits of insurance:

Commercial General Liability (CGL): Insurance written on an occurrence basis to protect Service Provider and Agency against liability or claims of liability which may arise out of this Agreement in the amount of two million dollars ($2,000,000) per occurrence and subject to an annual aggregate of four million dollars ($4,000,000). Coverage shall be at least as broad as Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001). All defense costs shall be outside the limits of the policy.

Professional Liability Insurance: Professional liability insurance appropriate to the Service Provider's profession in an amount not less than one million dollars $1,000,000 per occurrence. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The insurance must be maintained for at least three (3) consecutive years following the completion of Service Provider's services or the termination of this Agreement. During this additional three (3) year period, Service Provider shall annually and upon request of the Agency submit written evidence of this continuous coverage.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to Agency.

b. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Commercial General Liability

a. Agency, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Service Provider performs; products and completed operations of Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to Agency, and their respective elected and appointed officers, officials, or employees.

b. Service Provider's insurance coverage shall be primary insurance with respect to Agency, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Agency, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Service Provider's insurance.

c. Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to Agency, and its respective elected and appointed officers, officials, employees or volunteers.

e. The insurer waives all rights of subrogation against the Agency, its elected or appointed officers, officials, employees or agents.

C. Other Requirements. Service Provider agrees to deposit with Agency, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy Agency that the insurance provisions of this contract have been complied with. The Agency may require that Service Provider furnish Agency with copies of original endorsements effecting coverage required by this Exhibit "B". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Agency reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Service Provider shall furnish certificates and endorsements from each subcontractor identical to those Service Provider provides.

2. Any deductibles or self-insured retentions must be declared to and approved by Agency. At the option of Agency, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Agency or its respective elected or appointed officers, officials, employees and volunteers, or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Service Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

SCHEDULE "E"
FEDERAL PROVISIONS
(if required)

1. Incorporation of FTA Terms - The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Service Provider shall not perform any act, fail to perform any act, or refuse to comply with any Agency requests which would cause Agency to be in violation of the FTA terms and conditions.

2. Access to Records. The following access to records requirements apply to this Agreement:
    a. Where the Agency is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Service Provider agrees to provide the Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Service Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Service Provider also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Service Provider access to Service Provider's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
    b. The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
    c. The Service Provider agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Service Provider agrees to maintain same until the Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

3. Civil Rights.
    a. *Nondiscrimination* - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Service Provider agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Service Provider agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
    b. *Equal Employment Opportunity* - The following equal employment opportunity requirements apply to the Agreement:

i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Service Provider agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Service Provider agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Service Provider agrees to comply with any implementing requirements FTA may issue.

ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Service Provider agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Service Provider agrees to comply with any implementing requirements FTA may issue.

iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Service Provider agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Service Provider agrees to comply with any implementing requirements FTA may issue.

c. The Service Provider also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

4. <u>Disadvantaged Business Enterprises</u>.

a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The Agency's overall goal for DBE participation is 2.3%. A separate goal has not been established for this procurement.

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

c. Service Provider will be required to report its DBE participation obtained through race-neutral means throughout the period of performance of this Agreement.
d. Service Provider is required to pay its subcontractors performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the Service Provider's receipt of payment for that work from the Agency. In addition, the Service Provider is required to return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by the Agency and Service Provider's receipt of the partial retainage payment related to the subcontractor's work.
e. The Service Provider must promptly notify Agency whenever a DBE subcontractor performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The Service Provider may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Agency.

5. Energy Conservation - The Service Provider agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

7. No Obligation By The Federal Government
   a. The Agency and Service Provider acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Agency, Service Provider, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the Agreement.
   b. The Service Provider agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. Program Fraud and False or Fraudulent Statements or Related Acts.
   a. The Service Provider acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the Agreement, the Service Provider 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 Agreement or the FTA assisted project for which the Services are being performed. In addition to other penalties that may be applicable, the Service Provider further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Service Provider to the extent the Federal Government deems appropriate.

b. The Service Provider also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Service Provider, to the extent the Federal Government deems appropriate.

c. The Service Provider agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. <u>Patent and Rights in Data</u>

a. *Rights in Data*

i. The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

ii. The following restrictions apply to all subject data first produced in the performance of the Agreement:

1. Except for its own internal use, the Agency or Service Provider may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Agency or Service Provider authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.
2. In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal

Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

   a. Any subject data developed under this Agreement, whether or not a copyright has been obtained; and
   b. Any rights of copyright purchased by the Agency or Service Provider using Federal assistance in whole or in part provided by FTA.

3. When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Agency and the Service Provider performing experimental, developmental, or research work required by the Agreement agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Agreement, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the Agreement, is not completed for any reason whatsoever, all data developed under the Agreement shall become subject data as defined in subsection (i) of this clause and shall be delivered as the Federal Government may direct. This subsection (iii), however, does not apply to adaptations of automatic data processing equipment or programs for the Agency or Service Provider’s use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.
4. Unless prohibited by state law, upon request by the Federal Government, the Agency and the Service Provider agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Agency or Service Provider of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Agency nor the Service Provider shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
5. Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
6. Data developed by the Agency or Service Provider and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the

Agreement is exempt from the requirements of subsections (2), (3), and (4) of this clause, provided that the Agency or Service Provider identifies that data in writing at the time of delivery of the contract work.

7. Unless FTA determines otherwise, the Service Provider agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

iii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Service Provider's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Agency and the Service Provider agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

iv. The Service Provider also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

b. *Patent Rights*

i. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Agency and Service Provider agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

ii. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Service Provider's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Agency and the Service Provider agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

iii. The Service Provider also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

10. <u>Suspension and Debarment</u>

a. This Agreement is a covered transaction for purposes of 49 CFR Part 29. As such, the Service Provider is required to verify that none of the Service Provider, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

b. The Service Provider is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
c. By signing this Agreement, the Service Provider certifies as follows: The certification in this clause is a material representation of fact relied upon by Agency. If it is later determined that the Service Provider knowingly rendered an erroneous certification, in addition to remedies available to Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Service Provider agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the term of this Agreement. The Service Provider further agrees to include a provision requiring such compliance in its lower tier covered transactions.

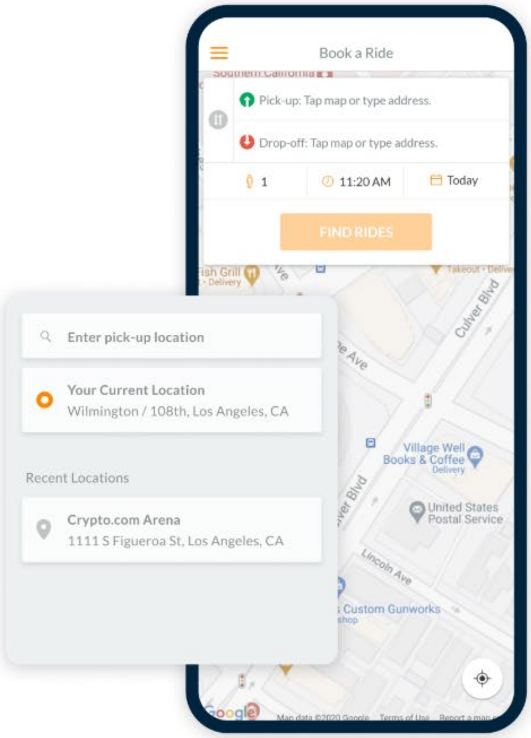
11. Clean Air - The Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Service Provider agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Service Provider also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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

13. Lobbying – Service Provider shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

14. ADA Compliance – The Contractor will be required to meet all requirements of the Americans with Disabilities Act of 1990 (ADA) and any and all regulations and rules adopted pursuant thereto in performing its Agreement with Agency necessary to assure the project is in complete compliance with ADA.

Passenger App Walkthrough

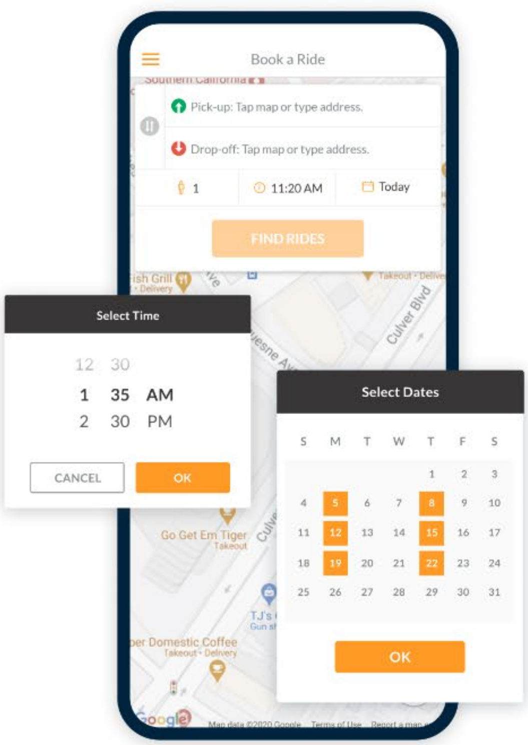


1

Type in pick-up or drop-off location

Or, choose locations from recent locations.

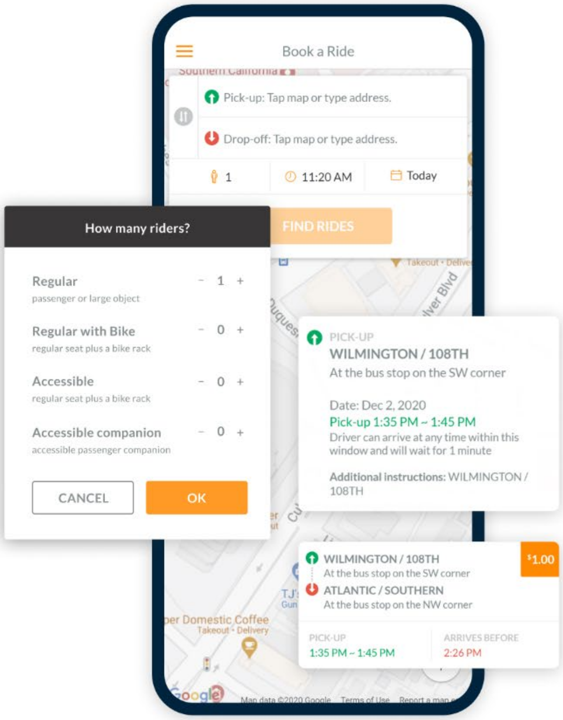
Or, drop pins on the map to select pick-up and drop-off location.



2

Select the time and date of the trip

To schedule single or multiple trips in the future, select the pick-up and drop-off times and dates.



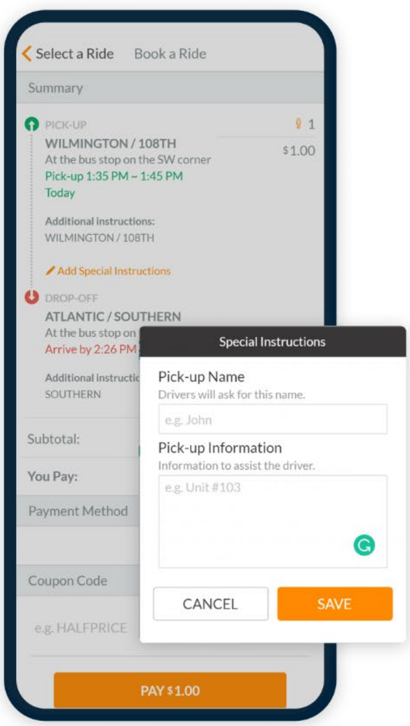
3

Select seat type

Seat type fields and supporting text are customizable to the mobility options you support. Different fares can be set-up for each rider type.

Each search result includes both a "pick-up" and "arrives before" time. This is our promise to pick-up and get riders to their destinations on time.

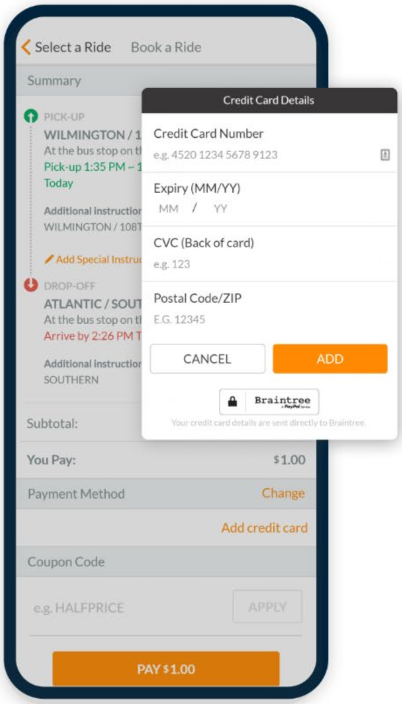
Additional instructions confirm origin and destination as well as remind the rider about the pick-up window.



4

Add instructions for the driver, if necessary

Passenger App Walkthrough

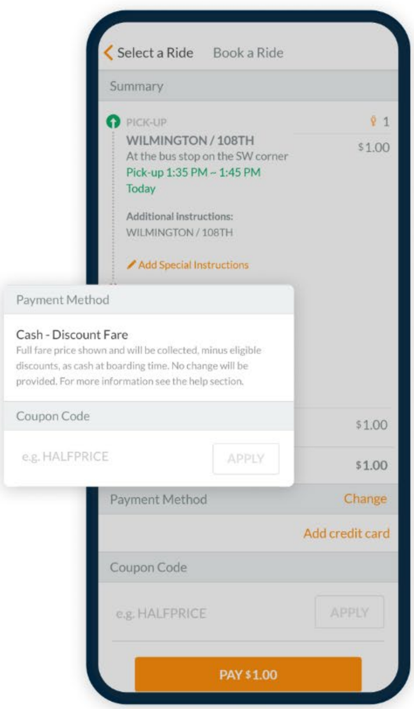


5

Select preferred payment method such as credit card, transit pass, or transfer.

Payment options are customizable to suit each transit agency.

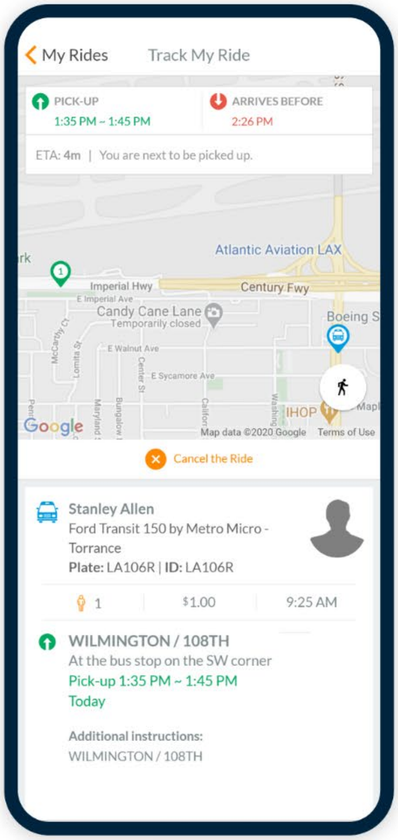
Credit card payments are processed instantly in the app.



6

Add coupon codes to reduce or eliminate fares, if applicable

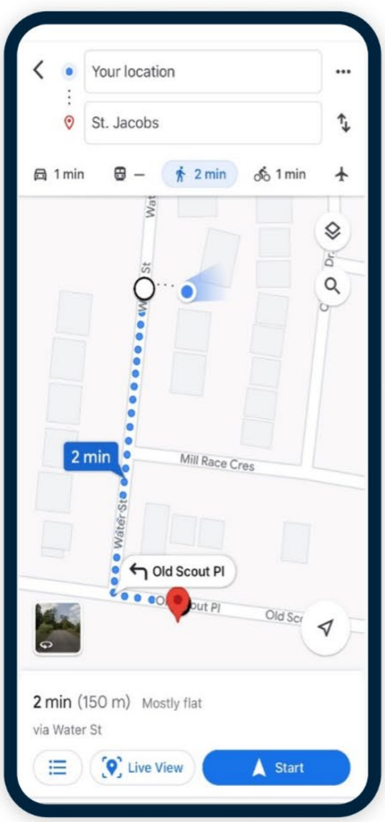
Coupons can be linked to transit agency promotions, special events, student or senior discounts, employer-subsidized commuter rides, and more.



7

Track the vehicles real-time location, number of stops left, and see the rides constantly updated ETA.

If permitted by the transit agency, riders can call their driver to coordinate pick-up via anonymized phone number.



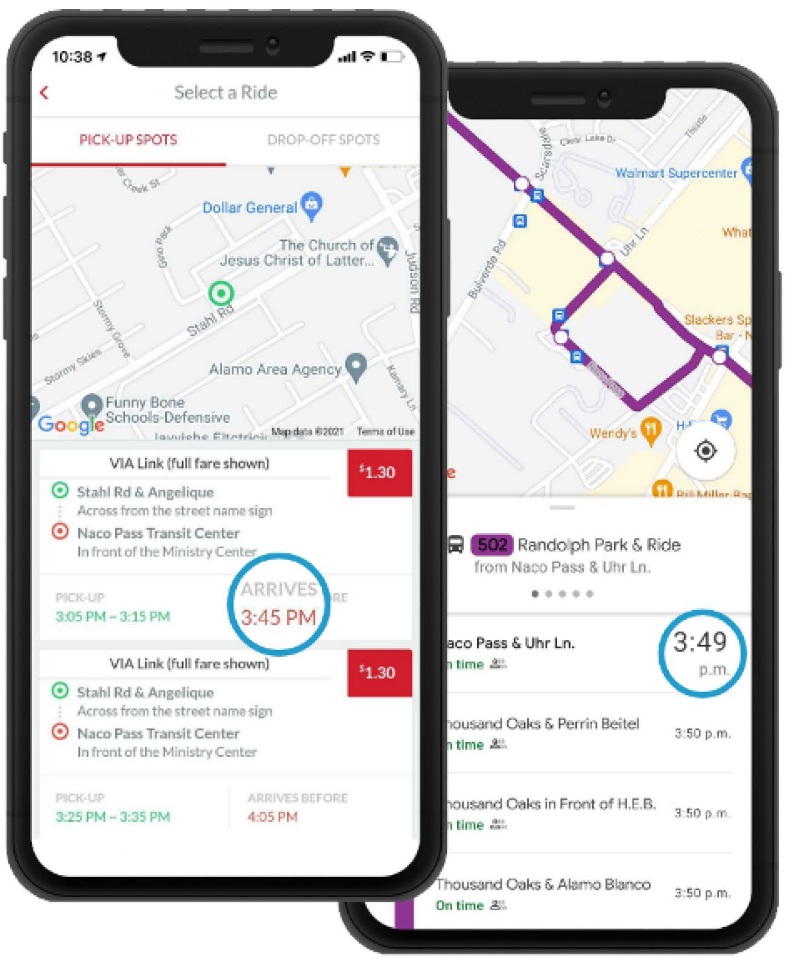
8

Get walking directions to the flex stop provided by Google Maps

Connecting with Fixed-Route Transit

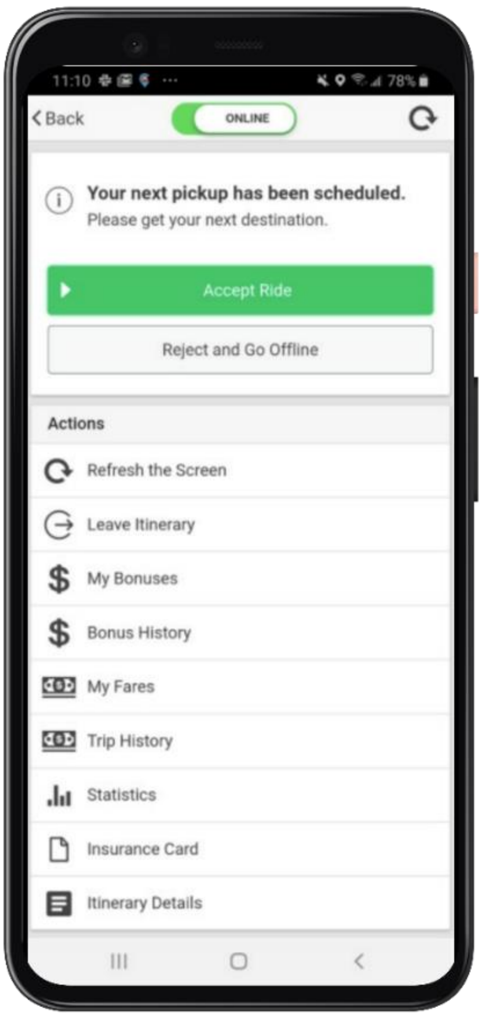
RideCo's dynamic routing platform ensures that service vehicles remain on schedule, which allows riders to be dropped off at transit stations in time to transfer to fixed-route buses. Our service region restrictions can be updated as necessary in minutes with zero downtime. This feature is regularly used with other services as a proactive measure.

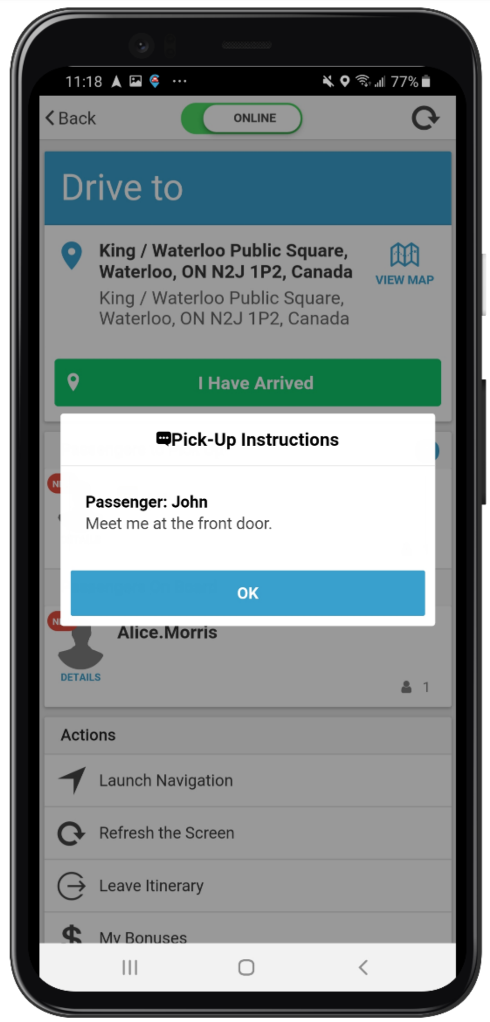
- **Riders can book trips with confidence knowing that RideCo's guaranteed "Arrives Before" times are configured to local fixed-route transit schedules**



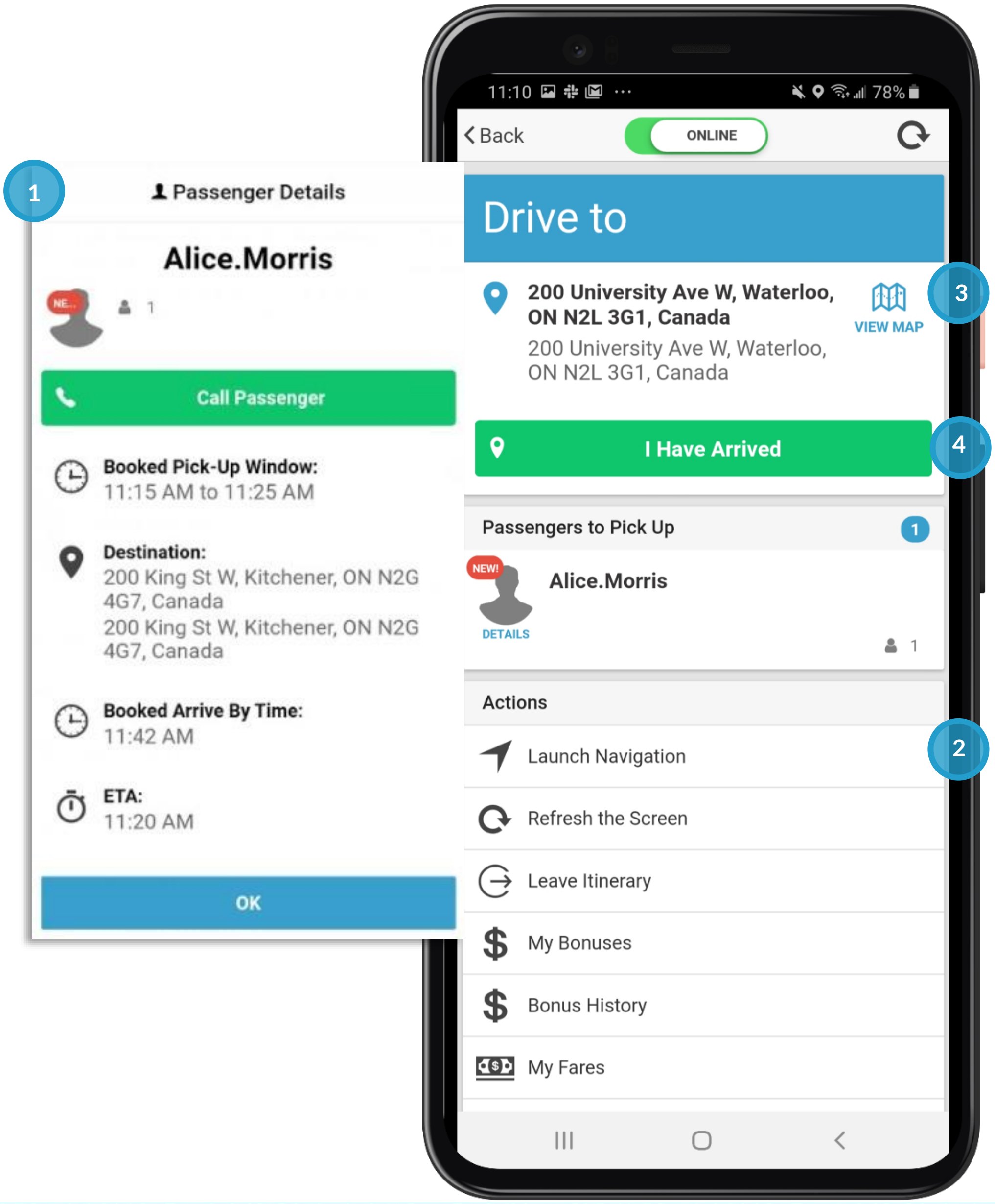
Driver App Walkthrough

Once an operator has entered their login credentials, the RideCo platform sends them the first ride in their itinerary and prompts them to accept the ride. After the operator has accepted their first trip, they are sent in-app turn-by-turn navigation to the pick-up location – though they may also launch a third-party navigation app (e.g., Waze or Google Maps).

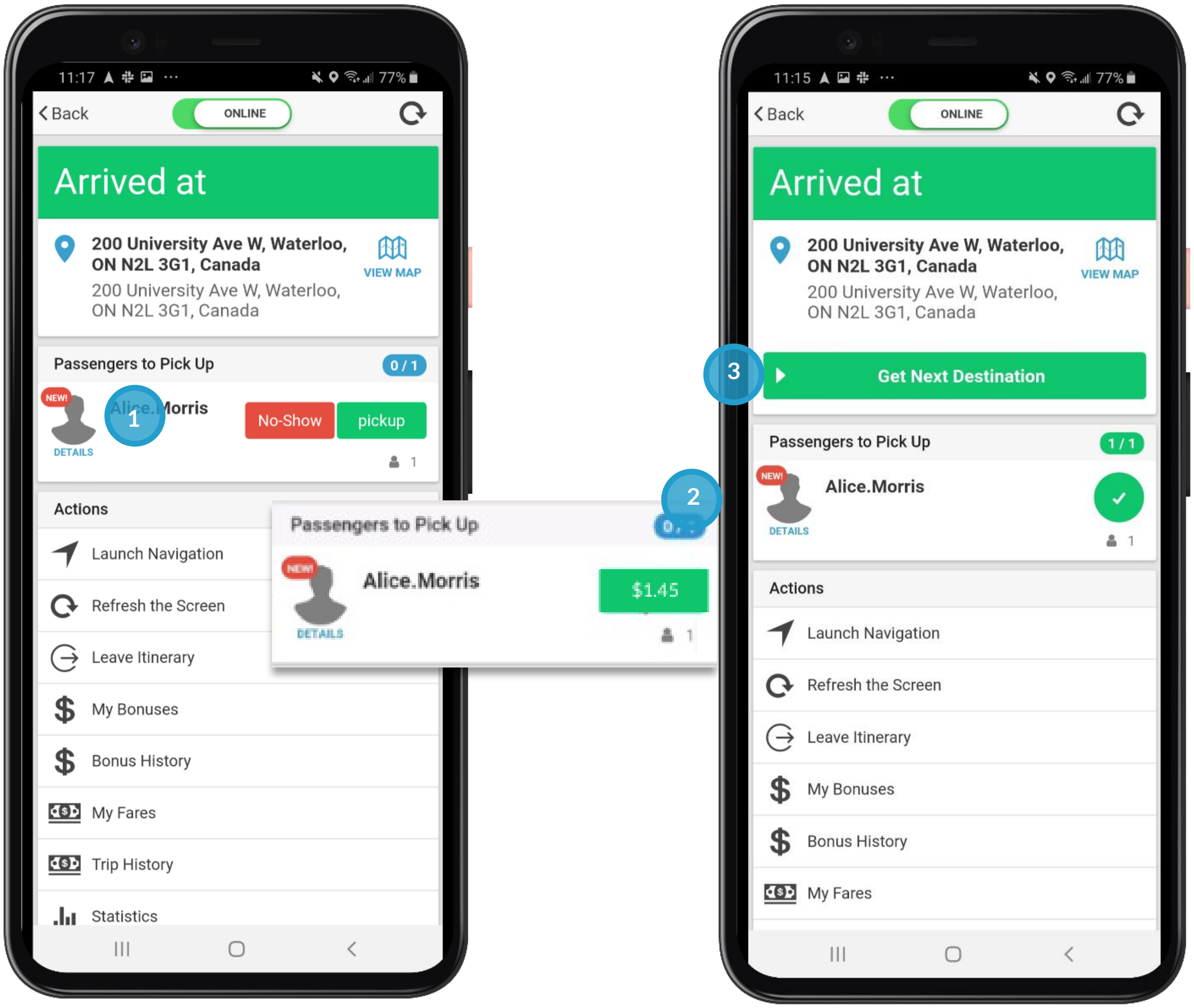




Upon trip acceptance, the app displays the name of the passenger, the pick-up location, and any additional pick-up instructions provided by the passenger. The app displays one trip at a time to mitigate confusion and the platform fully automates all itineraries.



1. Confirm passenger's name, number of additional riders and onboarding notes (if any), and pick-up location.
2. Click "Launch Navigation" to launch the operator's preferred navigation app (the destination is automatically entered by the RideCo app)
3. Operators can also choose to view the pick-up location on an in-app map.
4. Once arriving at the destination, the driver selects "I Have Arrived" – which tells the passenger their vehicle is at the pick-up location.



1. At the destination, operators either confirm that the passenger is picked up or marks them as a no-show.
2. Operators confirm their passenger's identity and validate their chosen method of payment as displayed in the app.
3. Once the passenger is safely onboard the vehicle, the operator selects "Get Next Destination" to launch the next phase of their itinerary.

RIDECO

PCACS Porter County AGING & COMMUNITY SERVICES | Porter County, Indiana

RideCo On-Demand Transit Improves Productivity for In-Demand Paratransit Program

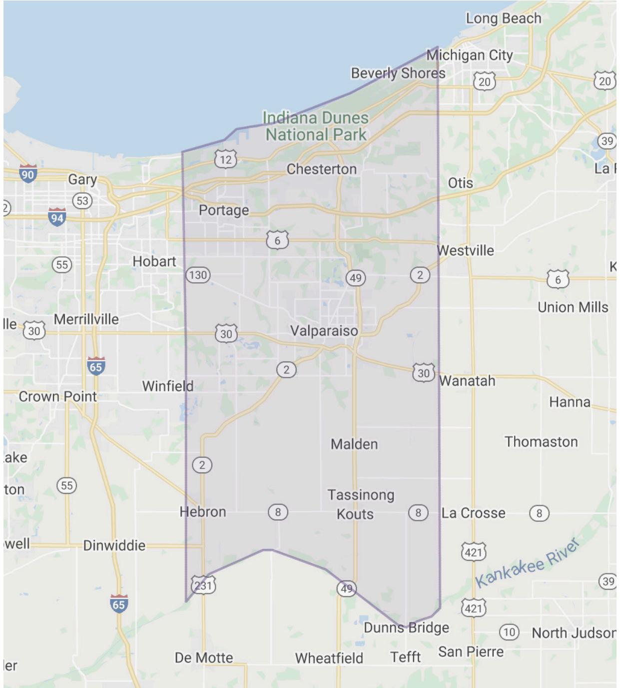
Offering programs for senior residents and people with disabilities, Porter County Aging & Community Services (PCACS) was experiencing high demand for their transportation service. However, with reliance on manual intervention and poor productivity, PCACS could not keep up with the increase in demand using their existing legacy software. RideCo was engaged to implement its industry-leading solution, enabling PCACS to provide an efficient, demand-responsive paratransit program that could accommodate its increasing ridership.

Problem

Inefficient legacy software could not accommodate increasing trip demand due to low productivity

Key Challenges

- Large, low-density service area
- Underperforming legacy software
- Inefficiencies could not accommodate high trip demand



Legend:

Service area

The RideCo Solution

Using RideCo's on-demand transit software, PCACS is offering an efficient door-to-door transportation service for registered riders across Porter County, Indiana. Riders can schedule a trip on demand, up to two weeks in advance, or with convenient subscription bookings. Autonomous booking and scheduling through the RideCo app have improved overall productivity, both accommodating the increase in trip demand and supporting PCACS in providing an accessible service that helps its residents be more independent, healthy, and productive.

Implementation

11 vehicles

- **Vehicle type:** Ford Elkhart

Service Zone Stats

521 sq. mi.	164,343
service area	population / jobs

Service Results

Within the first three months of launching in September 2021, RideCo increased service productivity while delivering more rides and reducing cost per passenger when compared to the same time frame from the previous year.

28% increase in rides per day

35% shared rides

22% reduction in cost per passenger

9 min. pickup wait

90% on-time performance

4.7/5 star trip rating

BEFORE	AFTER
53 rides per day *(Sept. - Nov. 2020)*	68 rides per day *(Sept. - Nov. 2021)* **28% increase**
60.3 vehicle hours per day *(Sept. - Nov. 2020)*	56.8 vehicle hours per day *(Sept. - Nov. 2021)*
$64.63 cost per passenger *(2020)*	$50.70 cost per passenger *(2021)* **22% reduction**

Autonomous booking and scheduling with RideCo's on-demand transit software improves productivity and reduces cost to accommodate increasing demand-responsive paratransit ridership.

Cost per passenger comparison

METRIC	2020 SERVICE	2021 SERVICE
Passenger per vehicle hour	0.88	1.23
Operating cost per hour	$56.65	$58.86
Cost per passenger	**$64.63**	**$50.70**

PCACS Porter County AGING & COMMUNITY SERVICES | Porter County, Indiana

" I have been very pleased with RideCo's support in putting everything together. The team has been accommodating and helpful, which is nice to see for an agency—more than I could ever ask for. "

— **Bruce Lindner**
Executive Director, PCACS

RIDECO

Loudoun County LC Transit | Loudoun County, Virginia

Loudoun County Implements Automated On-Demand Solution, Increasing Productivity by 15%+

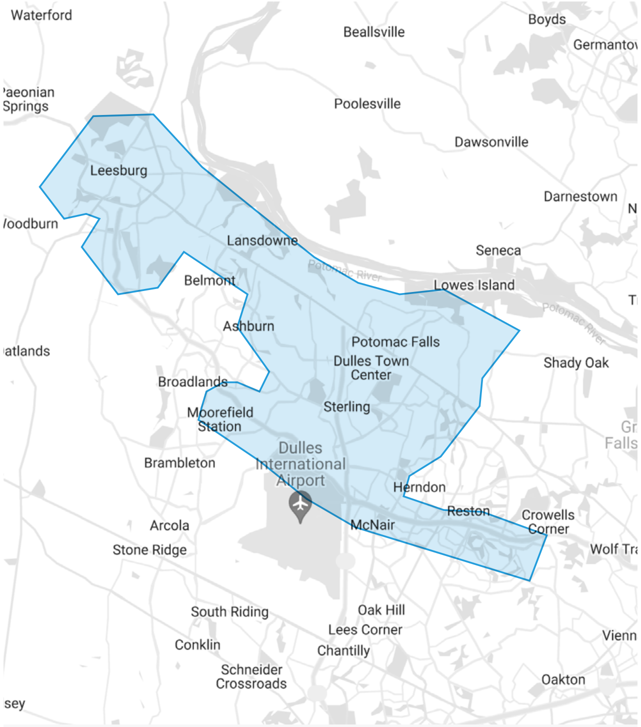
Located in northern Virginia, Loudoun County Transit (LCT) was providing a paratransit service that picked up and dropped off passengers around the existing local fixed route. However, with a traditional scheduling and dispatching system that only accepted call-in and subscription bookings, scheduling trips had to be done manually which was inefficient and time consuming. When Keolis was engaged as the fleet operator, they partnered with RideCo to provide LCT with an automated on-demand solution.

Problem

Traditional scheduling and dispatching system required inefficient and time-consuming manual intervention

Key Challenges

- Manual scheduling and dispatching
- Subpar KPIs with existing software
- Limited to call-in and subscription bookings



Legend: Service area

The RideCo Solution

With RideCo as the technology partner, LCT and Keolis now offer an on-demand, door-to-door, paratransit service that runs more efficiently using automated scheduling and dispatching software. Call-in and subscription bookings are available to riders, in addition to the new app-based booking option.

Fleet Implementation

4 vehicles

- **Vehicle Type:** Ford Transit 350
- **ADA compliant** with reinforced accessibility ramp

Service Zone Stats

80 sq. mi. service area

413,538 population

Fleet Operator

KEOLIS

Service Results

The service has seen a significant improvement across all KPIs, including passengers per vehicle hour and on-time performance. Shared rides and overall paratransit ridership have increased as well, with failed search requests being minimized using RideCo's dynamic scheduling and routing algorithm, Solver.

1.5+
passengers per vehicle hour

50+
passengers per weekday

25%+
shared rides

4.9/5
star trip rating

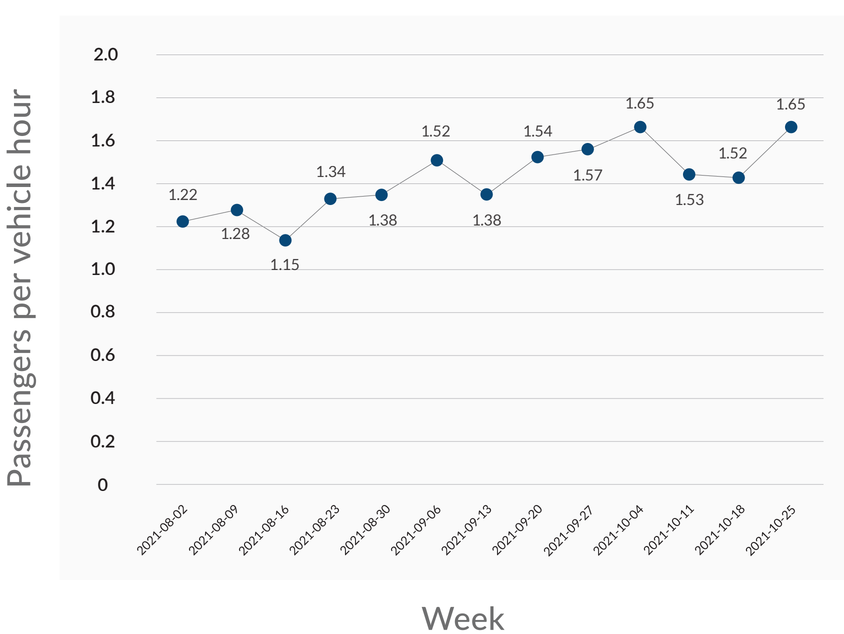
96%
on-time performance

<10 min.
pickup wait

BEFORE	AFTER
Manual scheduling and dispatching system	Fully automated scheduling and dispatching software
Call-in and subscription bookings	App-based, call-in, and subscription bookings
1.3 passengers per vehicle hour	1.5+ passengers per vehicle hour **15%+ increase**

RideCo's automated scheduling and dispatching delivers increased productivity for transit agencies and fleet operators.

High vehicle utilization



KEOLIS | Fleet Operator

"Scheduling and dispatching have become so easy and the burden on our operations team has significantly reduced through automating the process. RideCo's software is seamless and the increase in productivity allows Keolis to provide LCT paratransit customers with a more accessible on-demand, door-to-door service."

— **Alvin Hampton**
General Manager, Keolis

RIDECO

VIA | San Antonio, Texas

RideCo On-Demand Transit Reduces Cost per Passenger by 36%

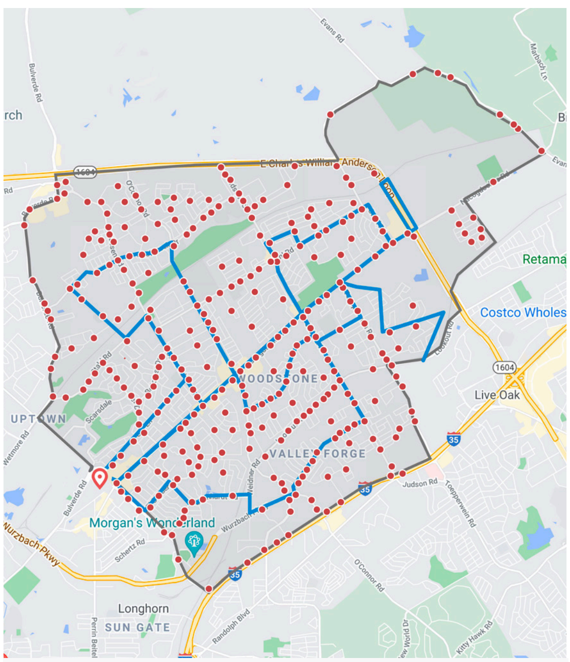
With few mobility options, Northeast San Antonio residents had limited access to transit hubs using the three underperforming bus routes that serviced the low-density suburban area. As the more cost-effective and productive solution, San Antonio's VIA Metropolitan Transit engaged RideCo to replace the bus routes completely with on-demand transit.

Problem

Fixed-route buses provided limited coverage with subpar productivity, underserving residents living in low-density suburban area

Key Challenges

- Low-density suburban area: 19 sq. mi.
- Small fixed-route catchment area and high headways
- Bus productivity at <15 boardings PVH
- Limited access to transit hubs



Legend:

- Service area
- Old bus route
- Flex stops
- Transit hubs

The RideCo Solution

RideCo provides on-demand transit technology and solutions that serve Northeast San Antonio residents on short local trips and daily commutes to work. Fleet operations are provided by zTrip.

Fleet Implementation

12 5-seat vans
- ADA compliant and bike rack equipped

425+ flex stops
- offering pickup and drop off

Service Zone Stats

19 sq. mi. service area

80K / 25K population / jobs

Fleet Operator: zTrip

Service Results

One of the fastest growing public microtransit services in the United States, this service has achieved industry-leading vehicle productivity—surpassing its goals within 14 weeks of its launch in May 2019.

5.0
weekday passengers per vehicle hour
30%+ higher than the competition

650
passengers per weekday
100+ passenger increase

12 min.
pickup wait
previously 60 min.

4.7/5
star trip rating

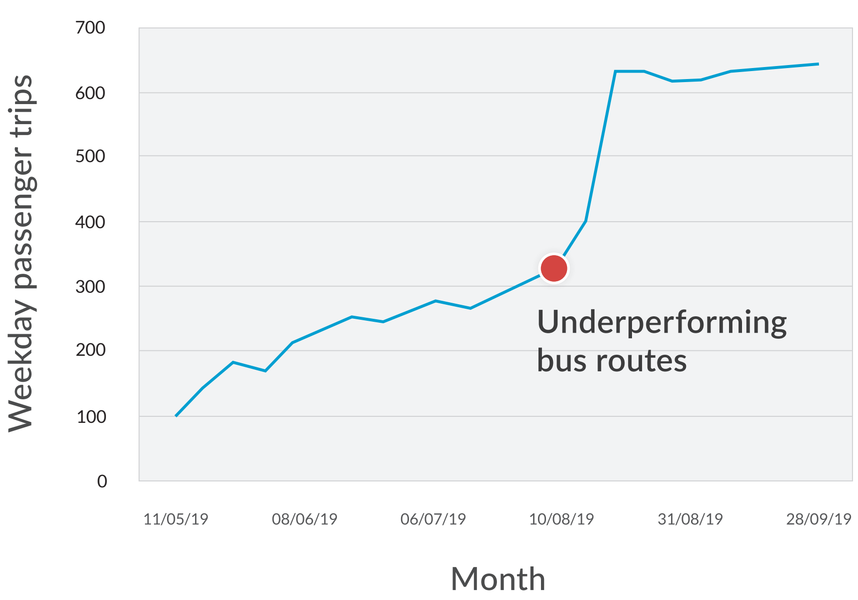
70%
shared rides

15+
rides per passenger per month

BEFORE	AFTER
600+ ft. walking distance	<260 ft. walking distance
$11 cost per passenger	$7 cost per passenger **36% reduction**
Limited access to transit hub	40% connectivity to transit hub

RideCo's on-demand transit solution consistently delivers industry-best vehicle productivity and optimizes cost savings for agencies.

Weekday passenger trips (5 months in)



VIA | San Antonio, Texas

"RideCo's on-demand transit has proven to be a true game-changer. The service has been tremendously successful as a flexible travel option that helps us become more efficient and provides connections to the places our customers go."

— Jeffrey C. Arndt
President and CEO, VIA Metropolitan Transit

METRO | Houston, Texas

METRO Partners with RideCo to Modernize Public Dial-A-Ride Throughout Houston

Operating a public dial-a-ride service that primarily relied on manual intervention, The Metropolitan Transit Authority of Harris County (METRO) was searching for an alternative solution that could optimize service delivery and improve the overall passenger experience. To address the challenges with the existing service, METRO partnered with RideCo to implement a modernized service that had the capabilities to automate operations using their industry-leading on-demand transit platform.

Problem

Legacy dial-a-ride platform required manual intervention that impacted efficient and scaleable service delivery

Key Challenges

- Manual scheduling and optimization through call center
- Trips booked through the call center and at least 60 min. in advance

The RideCo Solution

- **Acres Homes:** 7 sq. mi.
- **Hiram Clarke:** 22 sq. mi.
- **Missouri City:** 18 sq. mi.
- **Kashmere Gardens:** 17 sq. mi.

Using RideCo's on-demand transit platform, METRO replaced its existing public dial-a-ride service with the curb2curb program. RideCo's patented routing algorithm, Solver, ensures efficient routing through continuous optimization, delivering an autonomous solution for METRO's challenges with manual dispatching. Passengers have the flexibility to book trips on demand, in advance, or pre-book for multiple days through the Passenger App on their smartphones, web booking portal, as well as through the call center.

Initially providing convenient door-to-door service for Houston residents living in the Missouri City and Kashmere zones, curb2curb has since expanded to two additional service zones in Acres Homes and Hiram Clarke.

Fleet Implementation

5 cutaways

- 14 passengers each
- Wheelchair accessible

16 minivans

- 5 passengers each

Fleet Operator

Service Results

The increase in convenient booking options through RideCo's platform has delivered significant reductions in call center bookings for METRO and wait times for passengers. Through enhanced service delivery, curb2curb continues to achieve steady ridership growth across all service zones, **increasing an average 15% quarter over quarter, and moving an average 492 passengers per day**.

54% reduction in call center bookings

67% increase in passengers per vehicle hour

58% average shared rides

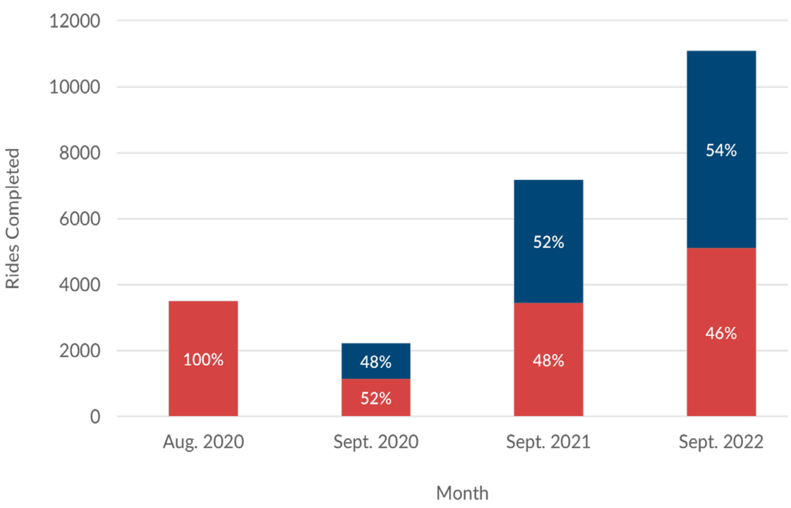
11 min. average wait time

88% average on-time performance

4.8/5 average star trip rating

BEFORE	AFTER
Manual scheduling and dispatching	Automated scheduling and dispatching
Static itineraries difficult to amend during service	Dynamic service responsive to real-time changes
No vehicle tracking	In-app and real-time vehicle tracking

Completed Rides by Source



Legend: Call Center Bookings RideCo App

METRO | Houston, Texas

"With the RideCo app, operators are able to onboard customers on their own. In the past, they would have to call in over the radio and a dispatcher would have to schedule that trip ... and place it on the schedule. This new service has allowed more freedom for the customer and ... the operators to manage their own trips."

— Michael Andrade
Director, Paratransit Services

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

Solicitation Addendum

Solicitation Number: 54-12008772-CM
Solicitation Description: Transit Software Solution
Solicitation Opening Date and Time: June 19, 2023, at 2:00PM EST
Addendum Number: 1
Addendum Date: May 16, 2023
Purchasing Agent: *Christie Murphy, clmurphy1@ncdot.gov, (919) 707-4848*

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1. Return one properly executed copy of this addendum with bid response or prior to the Bid Opening Date/Time listed above.
2. The following are questions received about the solicitation and the State's answers to the questions.

No.	REFERENCE	VENDOR QUESTION	STATE'S RESPONSE
1	Section - 2.4 AGENCY BACKGROUND Page 4	Can NCDOT confirm the total number of vehicles that currently requires software licenses for this pilot project? And will there be any increase in the fleet size as the data stats is for the year 2019?	Approximately 1440 demand response vehicles are in operation at a given time among NC transit systems; 2019 is the latest fleet information that is available at this time
2	Section - 2.4 AGENCY BACKGROUND Page 4	Can NCDOT provide the number of vehicles for Urban, small Urban, and rural system separately?	Detailed fleet numbers for NC transit systems are provided in Appendix A.
3	Section - 2.4 AGENCY BACKGROUND Page 4	Who is the incumbent provider of Demand Response Software?	There is no current universal Demand Response software provider for NC transit systems.
4	Section - 2.4 AGENCY BACKGROUND Page 4	Is there NEMT brokerage component required with the transportation providers?	Not all NEMT systems in the state necessarily require a brokerage component but that is the case with the vast majority of NC DROs
5	Section - 2.4 AGENCY BACKGROUND Page 4	Can NCDOT clarify whether the Advanced specifications are optional in the vendor responses?	Yes, advanced specifications are optional to respond to for this bid.
6	Section 2.5 Problem Statement Page 5	Can NCDOT clarify what is meant by new mobility services and turnkey transportation services? E.g., what specific	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract.

		services/requirements are included in these two?	
7	Section 3.3.2 Architecture Diagrams Defined Page 7	As the template provided in the link, the file is empty when opened. Can NCDOT confirm whether the two architecture pictures in the link is the preferred template?	Template can be downloaded at https://it.nc.gov/services/vendor-engagement-resources
8	Section 3.3.4 IDENTITY AND ACCESS MANAGEMENT (IAM) Page 7	Can NCDOT confirm where this offer should be placed in terms of the format given that this is not mentioned in the section 6.3.2 Offer Organization?	Vendor may attach the supporting documentation as a separate appendix noted Section 3.3.4.
9	Section 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS Under - 2 Common Design Specifications (ID -2.a-3) Page 13	Can NCDOT spell out in greater detail what is meant by the instruction to Include in the proposal examples of APIs and a description of the features and functions supported by existing APIs?	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract.
10	Section 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS 3 Demand Response Software – ID 3.a-10 Page 14	Can NCDOT clarify what is meant by – "A system that utilizes a recognized relational database management system that allows for mission critical database management capabilities"?	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract.
11	Section 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS b. Client Management ID - 3.b-3 Page 16	Can NCDOT clarify what is meant by the statement "System provides tools or features to support adding clients (e.g., partners living at the same address, group homes, etc.) to facilitate rapid entry of client data."?	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract.
12	Section 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS c. Reservations ID -3.c-10	Can NCDOT explain what is meant by –"Vendor provides explanations of any limitations for scheduling rides including limitations for the number of vehicles and/or passenger trips that can be scheduled."?	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract.
13	Section 3.4 BUSINESS AND TECHNICAL	Can NCDOT explain what is meant by "Printed manifest details and layout will be	The intent was that final layout of the printed manifest can be discussed and finalized at time of the transit system's design review period.

	SPECIFICATIONS d. Scheduling 3.d-7 Page 19	defined during design review"?	
14	Section 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS d. Scheduling,ID 3.d-8 Page 19	Can NCDOT clarify what is meant by the statement "The system allows users to view maps that illustrate fixed route bus routes and bus stops relative to trip origins and destinations."?	This refers to systems being able to access maps that show existing bus routes and bus stops along with demand response origin and destination points.
15	Section 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS d. Scheduling, ID 3.d-13 Page 19	Can NCDOT what is meant by the statement "The system maintains an open return list (e.g., willcalls) for passengers with an uncertain pickup time for the return leg of a trip (e.g., after a medical appointment of uncertain duration."?	This refers to the scheduling system being able to accommodate flexible return times for trips that have no standing return time. An example of this would be a medical visit with no standing return home time.
16	Section 3.4 BUSINESS AND TECHNICAL SPECIFICATIONS 8.Priced Options Page 37	Can NCDOT spell out in greater detail what it means by Ruggedized Tablet?	The term Ruggedized refers to devices specifically designed to operate reliably in vehicles, harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. The rugged computers shall have features that include but shall not be limited to hardened casings, waterproof keyboards, sunlight-readable displays, and shock-mounted disk drives.
17	Priced Options Page 37	Is NCDOT willing to purchase the all the mentioned hardware through the vendor? If yes, can you confirm the total number for each type of hardware required for this project?	Potentially, as this is an optional category, NCDOT retains the ability to award at our discretion.
18	Onboard Hardware, Data Communications, and Installation (Option) Page 39	Is NCDOT willing to purchase all the mentioned Onboard Hardware, Data Communications, and Installation through the vendor? If yes, can the vendor include these costs in the price proposal?	Potentially, as this is an optional category, NCDOT retains the ability to award at our discretion. Yes, vendor can provide costs with proposal.
19	Section 6.3 Instructions For Offer Submission Page 46	With respect to the section: Can NCDOT confirm whether there is a page limit for vendor proposals?	No page limit requirements.

20	Section 6.3.2 OFFER ORGANIZATION Page #47 ATTACHMENT E: COST FORM RESERVED Page 86	With reference to this section under cost of Vendor offer: Can the vendor send the pricing in its own format?	Submissions must be formatted as detailed within Section 6.3.2 however there is no specific template mandated by NCDOT to submit pricing.
21	Section 6.3.2 OFFER ORGANIZATION Page 47 ATTACHMENT E: COST FORM RESERVED Page 86	Is there any preferred format for "ATTACHMENT E: COST FORM RESERVED?" If yes, please provide the preferred format.	Submissions must be formatted as detailed within Section 6.3.2 however there is no specific template mandated by NCDOT to submit pricing.
22	Attachment I: Financial Review Form Page 90	With reference to this form: it asks to attach a link to annual reports with financial statements and management discussion for the past three complete fiscal years. Can the vendor share the link separately through the email?	Please review page 50, Section 7.2, Financial Statements.
23	Section 1.0 Anticipated Procurement Schedule Page 3	Can NCDOT kindly extend the submission deadline to allow vendors to provide more responsive and informative proposals?	NCDOT does not intend to extend the bid submission deadline at this time.
24	Section - 2.4 AGENCY BACKGROUND Page 4	Can the Agency please share the budget for this project for the first year, and subsequent years?	There is no projected budget for this project at this time.
25	6.3.2 OFFER ORGANIZATION Page 47	Will NCDOT accept electronic signatures on the forms and letters?	NCDOT will accept electronic signatures where applicable.
26	2.5 Problem Statement Page 5	Does NCDOT only want pricing for a hosted solution, or would they like to see pricing for on-premise installations as well?	Please refer to the Problem Statement, the Business and Technical Specifications, Section 3 Demand Response Software and Section 6.2.6 for Alternate Offers.
27	2.5 Problem Statement Page 5	Does NCDOT only want SaaS pricing, or would they like to see pricing for both SaaS and a license and maintenance model?	Please refer to the Problem Statement, the Business and Technical Specifications, Section 3 Demand Response Software and Section 6.2.6 for Alternate Offers.

28	2.5 Problem Statement Page 5	NCDOT talks about fare payment integration within the RFP, please elaborate on which faring solutions they would like to see integrations with?	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract
29	6.3 Instruction for Offer Submission Page 46	Would the NCDOT consider an extension to the proposal submission due date to accommodate the complexity of this RFP?	NCDOT does not intend to extend the bid submission deadline at this time.
30	2.0 Purpose of RFP Page 4	Will agencies have the ability to select from any of the awarded vendors for their solution? Will any factors limit certain agencies from selecting particular vendors?	If ultimately there is a multi-vendor award from this bid, agencies will have the opportunity to select from any awarded vendors; No inherent factors should block a prospective system from utilizing an awarded vendor.
31	3.0 RFP Requirements and Specifications Page 5	Does not providing or meeting Advanced/Optional specs/items affect evaluation of award?	NCDOT will deem any submissions that are compliant with “Core” specifications as being a complete bid.
32	8 Priced Options Page 37	Will the agency be willing to purchase the hardware from a separate vendor or does the vendor need to provide optional pricing? If yes, can you confirm the total number of hardware units required for this project?	The proposing vendor will be responsible for providing the optional pricing; NCDOT does not intend on awarding an subcontractors or vendors outside of the bid submitter.
33	Attachment E Page 86	Attachment E – Cost Form has not been provided in the RFP. Is there a prescribed form or is the vendor able to provide pricing in its own format?	Refer to Section 4.0 Cost of Vendor’s Offer, Page 40
34	Attachment E Page 86	What criteria should be considered for accurate pricing for this program (specific number of vehicles, number of users, max trips per day, etc.)?	Refer to Section 4.0 Cost of Vendor’s Offer, Page 40
35		What is the overall budget of this program?	No overall budget has been set for this project at this time.
36		What is the funding source for this project? What are the funding deadlines/timelines for this project, i.e., when does the money need to be spent?	Funding sources will be dependent on who is procuring but generally speaking it will be a combination of federal, state and local transit funds. NC state fiscal year runs from July to June.

37		Is there a page limit for the proposal responses?	No, there are no page limits to the responses.
38		Are there any hard deadlines to project deployments / launches?	Deadlines have not been determined at this time.
39		What is the anticipated launch date of the first project kick-off?	NCDOT projects that transit systems could potentially begin procuring from the awarded contract as early as NC Fiscal Year 2024.
40		Will NCDOT accept electronic signatures on the forms and proposal?	Yes, NCDOT will accept a wet signature or DocuSign signature on the proposal.
41	2.5 Problem Statement Page 5	Does NCDOT have a minimum agency target Productivity (Passengers per Vehicle Hour) for agency Demand Response Services?	Not at this time.
42		Are there any benchmark data points that can be shared and targeted as goals? (i.e., Cost/Passenger, Ridership, PVH, etc.).	Not at this time.
43		Is there a DBE requirement/goal for this project?	NCDOT IMD's DBE goal is currently 4.31%
44	RFP Section 2.5 Problem Statement Page Number 5	Key Objective #2 states, "simplified scheduling and new payment options." Could NCDOT clarify what is being requested as far as new payment options? There does not appear to be specs around payment options listed in the RFP.	"New payment options" for the purposes of this solicitation refers to fare payments.
45	RFP Section 2.5 Problem Statement Page Number 5	Key Objective #6 states, "turnkey transportation services." Can NCDOT clarify what "turnkey transportation services" are to be proposed. If turnkey services are required, will vendors be given flexibility to price separately for those agencies at a later time?	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract

46	RFP Section 2.a-1 Page 12	"The system uses APIs to share data and connect with third-party applications as required by the DROs. The Vendor provides documentation describing all API calls, data formats, and communication and security protocols used to support the system interfaces." Can NCDOT provide examples of third-party applications required by the DROs?	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract
47	RFP Section 3.b-4 Page 15	"A system that allows authorized users to query tables of riders, reservations, and trips based on user-defined search parameters." For what purpose?	Generally speaking, the purpose would be to provide ridership reports and/or destination reports.
48	RFP Section 3.c-10 Page 17	"Vendor provides explanations of any limitations for scheduling rides including limitations for the number of vehicles and/or passenger trips that can be scheduled." Can NCDOT clarify this specification further? Is this referencing specific agency service parameters (i.e., if passengers are eligible for service, or if wheelchair accessible vehicles are required).	Yes, the intent was to provide vehicle and/or trip parameters.
49	RFP Section 3.c-16 Page 17	"The system allows a user to book disconnected legs of a trip." Can NCDOT clarify what is meant by disconnected legs of a trip?	A disconnected leg in this case would refer to a trip that doesn't necessarily travel back to the point of origin from the trip destination but rather an alternative destination.
50	RFP Section 3.d-2 Page 18	"The system allows for trips to or from same origins, or to same destinations, to be combined to eliminate duplicate trips." Can NCDOT clarify what is meant by this specification?	The intent here was to identify duplication of trips for riders who share a common point of origin or destination IE multiple riders going from one assisted point of origin to the same destination at the same time but having been split up onto multiple vehicles.

51	RFP Section 3.d-8 Page 19	"The system allows users to view maps that illustrate fixed route bus routes and bus stops relative to trip origins and destinations." Are users being referred to as agency staff or riders? Can NCDOT clarify what the purpose of this functionality will be?	"Users" in this case refers to Demand Response Operators.
52	RFP Section 3.d-20 Page 20	"The system allows the DRO to easily add, remove, and modify service boundaries based on service type and driver." As an alternative, if a Project Manager is required to make this change on behalf of the DRO, is there a desired SLA?	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract.
53	RFP Section 3.e-3 Page 20	"The system allows for a specific driver to be assigned to a route and allows the dispatcher to change a vehicle number." What is meant by assigned to a route?	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract.
54	RFP Section 3.g-2 Page 23	"The system includes tariff management tools to administer all fare price and fare structure. The Agencies will establish the price of fares." Will NCDOT elaborate on what is meant by tariff management tools?	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract.
55	RFP Section 3.g-3 Page 23	"The system handles billing and invoicing functions for riders/trips." What kinds of invoicing functions are required here?	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract
56	RFP Section 3.d-7 Page 19	" The system prints vehicle manifests on a daily basis. The system formats printed manifests in a manner that minimizes paper waste, in a	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract.

		legible font size suitable for drivers to reference while enroute, and only includes minimal information (e.g., client name, pick up/drop off address, scheduled window, etc.). Printed manifest details and layout will be defined during design review.” Is an active and dynamic digital manifest displayed on a driver-facing application a suitable replacement for paper-based manifests?	
57	RFP Section 3.d-16 Page 19	“The system allows the user to mark specific trips as “critical” or exempt from automated modification. If a critical trip must be modified manually, the system provides sufficient controls or notifications to the dispatcher.” In what situation would a trip need to be marked as "Critical?"	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract.
58	RFP Section 3.e-13 Page 21	“ The system displays all dispatch activity for any route and allow the dispatcher to add dispatch activity notes.” What type of notes would be added by dispatchers to specific routes?	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract.
59	RFP Section 3.e-19 Page 21	“ The system provides the DROs with two-way text messaging from dispatch to DRO. Messages shall be saved or archived in the system for future reference.” What would be the typical content of these text messages? Would recorded radio messages be a suitable alternative?	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract.
60	RFP Section 3.f-9 Page 22	“ The system allows drivers to provide pickup and drop-off comments for each trip. The	NCDOT prefers to keep these items open ended to allow for as many potential submissions as possible since this is intended as a multi-vendor contract.

		system synchronizes with the client record and is available for future passenger trips." What type of information would drivers need to include in pick-up and drop-off comments?	
61		Will the State of North Carolina please address the funding **source** for this project?	Funding sources will be dependent on who is procuring but generally speaking it will be a combination of federal, state and local transit funds. NC state fiscal year runs from July to June.
62		Does the State of North Carolina desire to have the vendors master service agreement included with their proposal?	Yes, NCDOT would support including the vendor master agreements with their proposal.
63		If a vendor does not supply their own hardware but rather offers a BYOD (bring your own device) approach, does the State of North Carolina desire to have estimated costs for hardware (tablets, cases, mounts) and data plans that would be purchased from the DORs local cellular provider of choice?	Additional priced options such as hardware are Advanced specifications for the purposes of this bid and are therefore not a requirement to be deemed a complete proposal.
64		Does this RFP potentially include providing preventative vehicle maintenance software if a vendor has such technology directly integrated with their own platform?	Not at this time.

Failure to acknowledge receipt of this addendum may result in rejection of the response.

Check ONE of the following options:

☒ Bid has not been mailed. Any changes resulting from this addendum are included in our bid response.

☐ Bid has been mailed. No changes resulted from this addendum.

☐ Bid has been mailed. Changes resulting from this addendum are as follows:

Execute Addendum:

Offeror:	RideCo U.S. Inc.
Authorized Signature:	
Name and Titled (Typed):	Lara Johnson, Senior Program Manager
Date:	June 5, 2023

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

Solicitation Addendum

Solicitation Number:	54-12008772-CM
Solicitation Description:	Transit Software Solution
Solicitation Opening Date and Time:	June 19, 2023, at 2:00PM EST
Addendum Number:	2
Addendum Date:	June 19, 2023
Purchasing Agent:	*Christie Murphy, clmurphy1@ncdot.gov, (919) 707-4848*

1. Return one properly executed copy of this addendum with bid response or prior to the Bid Opening Date/Time listed above.
2. The solicitation is hereby modified as follows:
   1) **RFP 54-12008772-CM Opening Date and Time is extended to July 5, 2023 at 2:00PM EST.**
   2) **Section 6.3.3 Offer Submittal, Item C (Page 48)**

      Remove:

      c) File contents SHALL NOT be password protected, the file formats must be in PDF, jpeg, or png, xlsx or doc, docx or docm format, and shall be capable of being copied to other sources. The Disaster Recovery Assessment (DRA) spreadsheet and Security Evaluation Form must be returned in native format. However, embedded document responses may be in pdf form in the Security Evaluation Form. See all DRA documentation in the DOT Connect SMS Reference Library at SMS RFP Reference Library for OSA - All Documents (ncdot.gov)

      Replace with:

      c) Copies of proposal files must be provided on separate read-only flash drives. File contents **SHALL NOT** be password protected the file formats shall be in .DOC, .PDF or .XLS format, and shall be capable of being copied to other sources.
   3) **Remove Attachment J Security Evaluation Form (Page 101)**
   4) **Remove Attachment K Application/Service Resiliency Signoff (Page 102)**

Failure to acknowledge receipt of this addendum may result in rejection of the response.

Check ONE of the following options:

☒ Bid has not been mailed. Any changes resulting from this addendum are included in our bid response.

☐ Bid has been mailed. No changes resulted from this addendum.

☐ Bid has been mailed. Changes resulting from this addendum are as follows:

Execute Addendum:

Offeror:	RideCo U.S. Inc.
Authorized Signature:	
Name and Titled (Typed):	Lara Johnson
Date:	June 19, 2023

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

Solicitation Addendum

Solicitation Number:	54-12008772-CM
Solicitation Description:	Transit Software Solution
Solicitation Opening Date and Time:	June 19, 2023, at 2:00PM EST
Addendum Number:	3
Addendum Date:	June 19, 2023
Purchasing Agent:	*Christie Murphy, clmurphy1@ncdot.gov, (919) 707-4848*

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1. This addendum is to provide clarification to Addendum Number 2.
   1) **Copies of proposal are only to be submitted via eBids (NC BIDS).**

      Correction to Section 6.3.3 Offer Submittal, Item C (Page 48)

      c) File contents **SHALL NOT** be password protected the file formats shall be in .DOC, .PDF or .XLS format, and shall be capable of being copied to other sources.
   2) **Proposals no longer require the submission of Attachment J Security Evaluation Form (Page 101) and Attachment K Application/Service Resiliency Signoff (Page 102).**

Failure to acknowledge receipt of this addendum will not result in rejection of the response.

Check ONE of the following options:

☒ Bid has not been mailed. Any changes resulting from this addendum are included in our bid response.

☐ Bid has been mailed. No changes resulted from this addendum.

☐ Bid has been mailed. Changes resulting from this addendum are as follows:

Execute Addendum:

Offeror:	RideCo U.S. Inc.
Authorized Signature:	
Name and Titled (Typed):	Lara Johnson, Senior Program Manager
Date:	June 19, 2023

STATE OF NORTH CAROLINA **Department of Transportation**	**REQUEST FOR PROPOSAL NO. 54-12008772-CM**
	Offers will be publicly opened: June 19, 2023
	Issue Date: April 4, 2023
Refer ALL inquiries regarding this RFP to: Christie Murphy clmurphy1@ncdot.gov 919-707-4848	Commodity Number: 81162000
	Description: Transit Software Solution
	Purchasing Agency: Department of Transportation
	Requisition No.: 12008772

OFFER

The Purchasing Agency solicits offers for Services and/or goods described in this solicitation. All offers and responses received shall be treated as Offers to contract as defined in 9 NCAC 06A.0102(12).

EXECUTION

In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR:			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY, STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING:		FAX NUMBER:	
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	

Offer valid for ninety (90) days from date of offer opening unless otherwise stated here: ____ days

ACCEPTANCE OF OFFER

If any or all parts of this offer are accepted, an authorized representative of Department of Transportation shall affix its signature hereto and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions (Attachment B), the NCDOT Agency Terms and Conditions (Attachment C), and the agreed portion of the awarded Vendor’s Offer. A copy of this acceptance will be forwarded to the awarded Vendor(s).

FOR PURCHASING AGENCY USE ONLY

Offer accepted and contract awarded this date _________________ , as indicated on attached certification,

by __________________________________ (Authorized representative of Department of Transportation).

Table of Contents

1.0 ANTICIPATED PROCUREMENT SCHEDULE

The Agency Procurement Agent will make every effort to adhere to the following schedule:

Action	Responsibility	Date
RFP Issued	Agency	04/04/2023
Written Questions Deadline	Potential Vendors	05/01/2023
Agency's Response to Written Questions/ RFP Addendum Issued	Agency	05/15/2023
Offer Opening Deadline	Vendor(s)	06/19/2023
Offer Evaluation	Agency	07/10/2023
Selection of Finalists	Agency	07/17/2023
Oral Presentations and/or Product Demonstrations by Finalists	Selected Vendors	07/31/2023
Negotiations with Finalists	Agency designees and selected Vendor(s)	08/14/2023
Best and Final Offers Deadline from Finalists	Selected Vendors	08/28/2023
Contract Award	Agency	09/25/2023
Protest Deadline	Responding Vendors	15 days after award

2.0 PURPOSE OF RFP

2.1 INTRODUCTION

The purpose of this RFP is to solicit Offers for and select one or more Vendor(s) to provide Transit Demand Response Scheduling software and related systems, hardware, services, and support to Demand Response Operators ("DROs") within the State of North Carolina ("the State"). Approximately 98 DROs of varying sizes and complexity provide Demand Response transportation services throughout the State. These include Non-Emergency Medical Transportation (NEMT), elderly and disabled transportation assistance, limited services for the rural general public, and employment transportation assistance.

2.2 ON BEHALF OF THE DROS, THE STATE SEEKS DEMAND RESPONSE SCHEDULING SOLUTIONS THAT PROVIDE CONSISTENT STANDARDS OF SERVICE, STANDARDIZED DATA INTEGRITY AND REPORTING THROUGHOUT THE STATE, AND ARE FLEXIBLE TO FULFILL THE REQUIREMENTS OF EACH OF THE INDIVIDUAL DROS. DROS WILL ELECT TO PROCURE FROM A SELECTED VENDOR A PRODUCT THAT BEST MEETS THEIR NEEDS. CONTRACT TERM

A contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award. The term shall be two (2) year(s), and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend the Agreement for three (1) one-year renewal periods at its sole discretion.

2.2.1 EFFECTIVE DATE

This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing the Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the Agreement. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the Agreement.

2.3 CONTRACT TYPE

The purpose of this Request for Proposal is to solicit offers and select multiple vendors to provide Demand Response Scheduling software and related systems, services, and support to DROs within the State of North Carolina.

Indefinite Quantity Agency Specific Contract – Pursuant to 9 NCAC 6B.0701, this solicitation will establish an indefinite quantity agency specific contract between a Vendor and the State for use by DROs. The quantity of Goods or Services that may be used by the DROs is undetermined. No minimum or maximum purchase quantity is guaranteed.

The State reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated specifications as to quantity, quality, delivery, service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question.

2.4 AGENCY BACKGROUND

In North Carolina (NC), 98 Public Transportation Systems provide Demand Response services serving all 100 counties. Of these systems, 18 are categorized as Urban, 17 as Small Urban, and 63 as community or rural systems. NC DROs provide approximately 6 million hours of service annually. Around six million demand response/demand taxi passenger trips are provided each year. Approximately 1,440 demand response vehicles and 310 demand taxi transit vehicles were in operation around the state.

Appendix A provides more detail from the National Transit Database (NTD) on the fleet sizes and passengers served for each public transportation agency in the State of North Carolina. The data shown in the table is from 2019 and includes all 101 public transportation service providers, three of which do not provide Demand Response services.

Appendix B represents the number of DROs by service area represented as square miles. This information was gathered from the National Transit Database (NTD) for the year 2019.

2.5 PROBLEM STATEMENT

North Carolina transit systems have historically utilized a variety of vendors and procurement methods in order to procure operating agreements for use of transit scheduling software. This has resulted in variable terms and conditions in their agreements as well as lapses in customer service and scheduling software performance. NCDOT-Integrated Mobility Division has compiled survey results from our transit DROs showing the need for updated transit software to help provide innovative and up-to-date transit solutions. This RFP will help the state consolidate terms and conditions in order to alleviate discrepancies in performance by transit scheduling software vendors.

As the State works to enhance Demand Response services, key objectives include: 1) Better cross-agency coordination, 2) simplified scheduling and new payment options, 3) improved integration across services and providers, 4) new on-demand scheduling capabilities, 5) new mobility services, and 6) turnkey transportation services.

As a result, the specifications outlined in this RFP are grouped into three categories: Core, Advanced and Optional. Core specifications are specifications common to all DROs across the State. For the purposes of this RFP, vendors will need to substantially comply with all core specifications to be awarded a contract by the DROs.

Advanced functionalities and technical specifications reflect the varying needs of the individual DROs and the State's roadmap for innovation. Advanced specifications are above or in addition to the Core and are not required to be offered by a Vendor .

Optional functionalities and technical specifications represent functionality that the state is exploring that may help to supplement core and/or advanced functionalities. For these options, the State is interested to learn more about what services and products exist in the industry to address a software as a service (SaaS) solution.

The successful Vendor will deliver a demand response scheduling solution that is a vendor-hosted SaaS solution. Such functionality includes:

- Client Management
- Reservations and Scheduling
- Dispatching and Routing
- Fare Payment Integration
- Reporting and Data Analytics
- Customer Self-Service Applications for Reservations
- Profile Management
- Trip History

Vendor(s) may offer CCTVs, driver displays, integrated payment systems and associated peripherals for purchase or lease by DROs as specified herein.

3.0 RFP REQUIREMENTS AND SPECIFICATIONS

3.1 GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1.1 REQUIREMENTS

Means, as used herein, a function, feature, or performance that the system must provide.

3.1.2 SPECIFICATIONS

Means, as used herein, a specification that documents the function and performance of a system or system component.

The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only processes, configurations, materials and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute Services, products, goods or other Deliverables. Alternate or substitute Services, products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.

3.1.3 SITE AND SYSTEM PREPARATION

Vendors shall provide the Purchasing DRO complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed or implemented shall operate properly and efficiently within the site and system environment. Any alterations or modification in site preparation, which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.

3.1.4 EQUIVALENT ITEMS

Whenever a material, article or piece of equipment is identified in the specification(s) by reference to a manufacturer's or Vendor's name, trade name, catalog number or similar identifier, it is intended to establish a standard for determining substantial conformity during evaluation, unless otherwise specifically stated as a brand specific requirement (no substitute items will be allowed). Any material, article or piece of equipment of other manufacturers or Vendors shall perform to the standard of the item named. Equivalent offers must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison.

3.1.5 ENTERPRISE LICENSING - RESERVED

3.2 SECURITY SPECIFICATIONS

3.2.1 SOLUTIONS HOSTED ON STATE INFRASTRUCTURE - RESERVED

3.2.2 SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE

The Transit Software Solution will be required to receive and securely manage data that is classified as highly restricted. Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding data classification. The policy is located at the following website: https://it.nc.gov/document/statewide-data-classification-and-handling-policy.

To comply with the State's Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls. This requirement additionally applies to all Vendor-provided, agency-managed Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted) data.

(a) Vendors shall provide a completed Vendor Readiness Assessment Report Non-State Hosted Solutions ("VRAR") at offer submission. This report is located at the following website: https://it.nc.gov/documents/vendor-readiness-assessment-report

(b) Vendors shall provide a current independent 3rd party assessment report in accordance with the following subparagraphs (i)-(iii) at the time of offer submission.

(i) Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, ISO 27001, or HITRUST are the preferred assessment reports for any Vendor solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted).

(ii) A Vendor that cannot provide a preferred independent 3rd party assessment report as described above may submit an alternative assessment, such as a SOC 2 Type 1 assessment report. The Vendor shall provide an explanation for submitting the alternative assessment report. If awarded this contract, a Vendor who submits an alternative assessment report shall submit one of the preferred assessment reports no later than 365 days of the Effective Date of the contract. Timely submission of this preferred assessment report shall be a material requirement of the contract.

(iii) An IaaS vendor cannot provide a certification or assessment report for a SaaS provider UNLESS permitted by the terms of a written agreement between the two vendors and the scope of the IaaS certification or assessment report clearly includes the SaaS solution.

(c) Additional Security Documentation. Prior to contract award, the State may in its discretion require the Vendor to provide additional security documentation, including but not limited to vulnerability assessment reports and penetration test reports. The awarded Vendor shall provide such additional security documentation upon request by the State during the term of the contract.

3.3 ENTERPRISE SPECIFICATIONS

3.3.1 ENTERPRISE STRATEGIES, SERVICES, AND STANDARDS

Agencies and vendors should refer to the Vendor Resources Page for information on North Carolina Information Technology enterprise services, security policies and practices, architectural requirements, and enterprise contracts. The Vendor Resources Page can be found at the following link: https://it.nc.gov/vendor-engagement-resources. This site provides vendors with statewide information and links referenced throughout the RFP document. Agencies may request additional information.

3.3.2 ARCHITECTURE DIAGRAMS DEFINED

The State utilizes architectural diagrams to better understand the design and technologies of a proposed solution. These diagrams, required at offer submission, can be found at the following link: https://it.nc.gov/architectural-artifacts.

There may be additional architectural diagrams requested of the vendor after contract award. This will be communicated to the vendor by the agency as needed during the project.

3.3.3 VIRTUALIZATION - RESERVED

3.3.4 IDENTITY AND ACCESS MANAGEMENT (IAM)

The proposed solution must externalize identity and access management. The protocols describing the State’s Identity and Access Management can be found at the following link:

https://it.nc.gov/services/vendor-engagement-resources#identity-access-management

Describe how your solution supports the above protocols as well as making them available for application integration/consumption.

3.4 BUSINESS AND TECHNICAL SPECIFICATIONS

3.4.1 STATEWIDE INFORMATION SECURITY MANUAL

With its Offer, offer offeror shall include the following statement as part of vendor's proposal; "We affirm and explicitly acknowledge that the offeror's proposed solution at time of award and for the duration of the contract will comply with all applicable State policies, guidelines, standards, practices, procedures, and safeguards as defined in the North Carolina Department of Information Technology Statewide Information Security Manual (SISM)."

SISM introduction and individual SISM control family policy locations:
https://it.nc.gov/documents/statewide-information-security-manual
https://it.nc.gov/resources/cybersecurity-risk-management/initiatives/information-security-policies

1 Project Management

The Project Management specifications intend to develop a consistent framework for all implementations throughout the state. The specifications below outline a high-level approach for project management at the State level and each DRO implementation.

Describe the Vendor's proposed solution for each of the following specifications. If a specification is not applicable, please explain.

a. Project Manager and Key Staff

ID	Project Manager and Key Staff	Feature	Response
1.a-1	The Vendor works closely with the State, the DROs, and the NCDOT Lead Representative for the initial implementations. This provides a project implementation framework for all subsequent implementations throughout North Carolina.	Core	
1.a-2	The Vendor assigns responsible and experienced individuals to serve as the Project Manager and Key Project Staff for each implementation.	Core	
1.a-3	At a minimum, the Vendor provides a qualified Project Manager who shall oversee and coordinate all the DROs implementations throughout the State. The Project Manager will be the single point of contact for the NCDOT Lead Representative.	Core	
1.a-4	The Vendor's Project Manager possesses experience managing demand response scheduling software implementation projects.	Core	

ID	Project Manager and Key Staff	Feature	Response
1.a-5	The Vendor recommends one or more Deputy Project Manager(s) and other Key Staff to facilitate and manage the day-to-day implementation and onboarding of individual DROs within the State as needed.	Core	
1.a-6	All identified Key Project Staff will be subject to review by the DROs. Key Project Staff includes: 1. Project Manager 2. Deputy Project Manager(s) 3. Lead developer/engineer(s) 4. Implementation lead(s) 5. QA/QC lead(s) 6. Training lead(s) 7. Support lead(s)	Core	

b. Project Meetings

ID	Project Meetings	Feature	Response
1.b-1	The Vendor facilitates progress review meetings and shares an agenda at least five (5) business days prior with the Agency Project Manager(s) for all implementations.	Core	
1.b-2	The topics to be discussed and reviewed during progress meetings include, but are not limited to: 1. Minutes of the prior progress meeting and progress since the last meeting and action item log 2. Project schedule including sequencing of critical work 3. Project deliverables, with a focus on deliverables due before the next progress meeting 4. Master Issues list and Issues arising since the last meeting 5. Engineering, manufacturing, and quality control summary (if necessary) 6. Any needed corrective measures to maintain the project schedule 7. Any other issues related to the project 8. Other topics as required by the DROs The discussion topics may vary depending on project needs and priorities.	Core	
1.b-3	The Vendor documents minutes for all monthly progress review meetings and submitting those minutes for review by the DRO within three (3) business days following each meeting.	Core	
1.b-4	All Key Project Staff relevant to the agenda topics are present during progress meetings or as required by the DRO.	Core	

c. Project Management Deliverables

ID	Project Management Deliverables	Feature	Response
1.c-1	The Vendor develops and maintains a Master Program Schedule (MPS). The MPS identifies all program activities, deliverables, and key milestones (including those owned by the DROs) with expected and actual completion dates.	Core	
1.c-2	The Vendor works with the DROs and the NCDOT Lead Representative to determine acceptable delivery/review timeframes for all DRO-owned deliverables/activities within the MPS. All proposed times are subject to review and approval by the DROs.	Core	
1.c-3	The Vendor provides a Change Management Plan (CMP) for review and approval by the DROs and the NCDOT Lead Representative.	Core	
1.c-4	The CMP documents critical changes to program stakeholders and change management and risk mitigation procedures. In addition, the CMP details the Vendors change control process and procedures.	Core	
1.c-5	Engineering Change Requests (ECRs) control software changes and updates to approved documents and data.	Core	
1.c-6	ECRs include documentation describing the reasons for, effects of, and rollback plans for the change. The Vendor submits ECRs to the DROs for review and approval at least two (2) weeks before releasing the changes to allow for DRO-led testing (as needed).	Core	
1.c-7	The Purchasing DROs directly coordinate and approve exceptions for emergency changes or fixes by. Vendor provides comprehensive documentation describing the issue and resolution, and the plan to deploy the change or fix.	Core	

ID	Project Management Deliverables	Feature	Response
1.c-8	The Vendor provides their standard Quality Assurance and Quality Control (QA/QC) policies and procedures. The QA/QC program defines methods for designing for, achieving, and maintaining quality. At a minimum the QA/QC program includes: 1. Surveillance overall work, including by Sub-Contractors, to ensure compliance with all contract requirements 2. Verification of compliance, including audit; discrepancy identification, notification, and control; and corrective action 3. Evaluation and assessment of Sub-Contractors QA programs 4. Provision of technical documentation, drawings, specifications, handbooks, manuals, data flow diagrams, and other technical publications for the new application 5. Design control and version management for changes to documents, drawings, data, and specifications 6. System software development (consistent with IEEE Standard 730 or equivalent ISO 9001 standards for software quality assurance) 7. System integration testing 8. Defect management, including explanations, on how defects will be identified, categorized, reported on, tracked, approved/rejected, and closed out 9. System configuration management 10. Qualification and certification for all personnel performing work under this Contract	Core	
1.c-9	If damage, defect, error, or inaccuracy is found in any provided work, the DROs have the right to reject or require corrective action to bring the work into compliance with the contract requirements. The Vendor bears all costs incurred in correcting rejected work.	Core	
1.c-10	The Vendor maintains an electronic Master Issues List (MIL) to track and manage project issues and action items.	Core	
1.c-11	The Vendor identifies and updates MIL items at design review meetings, weekly project coordination meetings, monthly progress review meetings, and on an ad-hoc basis.	Core	

ID	Project Management Deliverables	Feature	Response
1.c-12	The MIL tracks the following attributes for each entry at a minimum: 1. Item number 2. Date opened 3. Requesting party 4. Description 5. Required action 6. Assigned party 7. Status (open/closed/in progress/deferred/etc.) 8. Date closed Other attributes may be required by the DROs. The Vendor assigns no action items to the DROs without the knowledge and consent of the DROs.	Core	
1.c-13	The Vendor develops and submits a System Implementation Plan (SIP) to be approved by the DROs that purchase systems. The SIP includes detailed implementation activities as it relates to the master program schedule. The SIP includes roles and responsibilities of parties (DROs, Vendor, or other parties) in the proposed project team, progress milestones and status, and assigned Vendor staff.	Core	
1.c-14	The Vendor retains responsibility for accurately migrating existing customer records to the new customer database. Vendor provides a recommended Customer Data Migration (CDM) plan based on industry best practices and relevant experience migrating customer records.	Core	

2 Common Design Specifications

Common design specifications provide overall guidance on the design of the system. The DROs need a service-proven design that is secure, follows industry best practices, and supports openness with third parties using APIs for potential future integrations.

Describe the Vendor's proposed solution for each of the following specifications. If a specification is not applicable, please explain..

a. Application Programing Interface (APIs)

ID	Application Programing Interface (APIs)	Feature	Response
2.a-1	The system uses APIs to share data and connect with third-party applications as required by the DROs. The Vendor provides documentation describing all API calls, data formats, and communication and security protocols used to support the system interfaces.	Core	
2.a-2	A system integrates with system applications such as Interactive Voice Response (IVR) system, mobile applications, customer websites, and other such applications using APIs.	Core	

ID	Application Programing Interface (APIs)	Feature	Response
2.a-3	The Vendor develops and exposes APIs that are managed using a commercial off the shelf (COTS) API management solution that supports functionality provided in the demand-response system, including: 1. Client management 2. Reservations 3. Dispatching and Scheduling 4. Customer service 5. Fare payment 6. Reporting Include in the proposal examples of APIs and a description of the features and functions supported by existing APIs.	Core	

3 Demand Response Software

The scheduling solution will include standard features and functions necessary to operate demand response operations, including:

- Client management
- Reservations and Scheduling
- Dispatching and Routing
- Fare Payment integration
- Reporting and data analytics
- Customer self-service applications for reservations, profile management, and trip history

Due to the varying sizes and operational needs of the DROs throughout the State, specifications are identified as Core or Advanced to allow DROs to select (if possible) the system features and modules that best fit their needs.

Describe the Vendor's proposed solution for each of the following specifications. If a specification is not applicable, please explain..

a. Demand Response General Specifications.

ID	Demand Response General Specifications	Feature	Response
3.a-1	A secure, cloud-hosted, SaaS solution that includes administrative software to support demand response operations.	Core	
3.a-2	A system that reduces the need for manual data entry and duplicative data entry.	Core	
3.a-3	A system with multi-user capability, allowing simultaneous users working at different workstations to access and effectively use the software for all associated activities.	Core	
3.a-4	System security features limiting access to major functions based on assigned roles.	Core	
3.a-5	A fully automated system providing real-time and batch order taking, scheduling, and dispatching for demand response transportation trips.	Core	

ID	Demand Response General Specifications	Feature	Response
3.a-6	Asystem providing accurate transaction history that includes: 1. Date/Timestamp for all actions taken in the software 2. Associated (and unique) user ID for all actions taken in the system 3. Record of all automated system actions to address system failures or issues 4. Any software malfunction resulting in failures or impacts normal operations	Core	
3.a-7	A system with online "Help" that provides support for end users.	Core	
3.a-8	A system with a scalable architecture that handles expansion in use as the need arises without adversely impacting systems management and operations.	Core	
3.a-10	A system that utilizes a recognized relational database management system that allows for mission critical database management capabilities.	Advanced	
3.a-11	A system that follows an open architecture design model, allowing the DROs to independently develop interfaces and/or enable integration with other internal or third-party systems, including but not limited to the following state programs: 1. Medicaid Brokers (currently ModivCare and OneCall) 2. North Carolina Cares 360 (NCCares360NCCARE360) 3. North Carolina Tracks (NCTracks)	Advanced	
3.a-12	A system that supports the migration of existing manually geo-coded locations from the existing scheduling software to the new scheduling software. The DROs may have created manually coded locations to supplement existing mapping gaps for existing addresses.	Advanced	
3.a-13	A system shall that provides address verification for all addresses entered and supports the ability to editing of mapping coordinates, or manually verifies the address if the system is unable to provide an accurate verification. Any changes or manual verification will be clearly noted as such, be available to all dispatchers, and be used for scheduling and routing.	Advanced	
3.a-14	A System that provides an integrated mapping solution that supports frequent mapping updates and is consistent with the map used for routing in the driver display and with scheduling and dispatch staff.	Advanced	
3.a-15	A System that displays the approximate route of demand responsive vehicles in service based on their scheduled stops (either straight line or expected turn-by-turn route, with stops highlighted).	Advanced	

b. Client Management

ID	Client Management Specifications	Feature	Response
3.b-1	A system that allows for real-time customer record updates allowing authorized staff to: 1. Add, remove, and modify client data 2. Suspend and activate clients	Core	
3.b-2	A system that includes the option to display, add, delete, and modify the following data for each client: 1. Client name(s) 2. Gender 3. Birth date 4. Fare type 5. Registration, expiration date, and current status 6. Complementary ADA eligibility, status, and renewal date 7. Mobility aides 8. Unique client identification number 9. Medicaid ID number 10. Ability to include multiple addresses including building name and number, unit name or number, city, state, zip code for pickup, and/or billing/mailing 11. Telephone number (at least two (2) telephone numbers) 12. Emergency contact name and telephone numbers (at least two (2)) 13. Additional passengers (e.g., personal care aid, companions, etc.) 14. Email 15. Comments field	Core	
3.b-3	A system that allows authorized staff to look up clients by data attached to the profile or client record (e.g., name, date of birth, address, etc.).	Core	
3.b-4	A system that allows authorized users to query tables of riders, reservations, and trips based on user-defined search parameters.	Core	
3.b-5	A system that displays the client's most recent trips, scheduled trips, reservations, canceled trips and no-shows.	Core	
3.b-6	A system that includes trip details and history specific to each client such as trip origins/destinations and dates, time spent onboard the vehicle, and any other relevant information.	Core	

ID	Client Management Specifications	Feature	Response
3.b-7	A system that tracks customer eligibility status and automatically notify the DROs and clients of upcoming eligibility expirations.	Advanced	
3.b-8	A system that allows for the assignment of different eligibility levels with different expirations.	Advanced	
3.b-9	A system that supports online comprehensive rider registration for both complementary ADA	Advanced	

ID	Client Management Specifications	Feature	Response
	paratransit and non-ADA paratransit riders and clearly delineates between them.		
3.b-10	System allows the DROs to include additional client data such as: 1. Primary language spoken (with the system automatically defaulting to English) 2. Sponsor/Eligible funding 3. Fare type and preferred fare payment method 4. Contact information formats (i.e. large print, Braille, etc.) 5. Client home GPS coordinates 6. Passenger-specific load time allowance, in minutes, in addition to the default or standard load time allowance 7. Certification/Denials/Appeals history	Advanced	
3.b-1	A System that includes a customer-facing application module that allows clients, caregivers, or care facilities to apply for demand response eligibility through any web browser. 1. The application module is be easy to navigate and meets ADA accessibility standards. 2. To reduce the need for manual data entry, the application module is be linked to the customer database and new client records are automatically created upon application approval.	Advanced	
3.b-2	A System that automates correspondence with clients through text messages, emails, or pre-recorded phone calls regarding eligibility approvals, expirations, denials, or appeals.	Advanced	
3.b-3	A System provides tools or features to support adding clients (e.g., partners living at the same address, group homes, etc.) to facilitate rapid entry of client data.	Advanced	

c. Reservations

ID	Reservations Specifications	Feature	Response
3.c-1	A system that allows clients, caregivers, and DRO staff to easily view, create, modify, or cancel trips.	Core	
3.c-2	A System that: 1. books same-day trips, 2. schedules standing-order (subscription) trips, 3. accepts advanced reservations	Core	
3.c-3	A system that allows standing-order trips to be scheduled on a weekly (e.g., every Monday) or monthly (e.g. first and third Monday) basis. A system that allows the DROs to temporarily suspend standing-order trips without needing to modify trips outside of the suspension period.	Core	
3.c-4	A system that books trips based on pickup time or arrival time. When scheduling by arrival time, the	Core	

ID	Reservations Specifications	Feature	Response
	system automatically factors in travel time from origin to destination.		
3.c-5	A system that generates a confirmation number for each reservation, revised reservation, and trip cancellation. The system allows users to query the system by confirmation numbers to display transactions.	Core	
3.c-6	A system that provides safeguards that prevent errors such as past date booking, duplicate trips, and booking clients with expired applications, and booking outside the service area.	Core	
3.c-7	A system that automatically removes an associated drop-off from the manifest if a pickup is canceled due to a no-show.	Core	
3.c-8	A system that automatically finds an earlier or later time for scheduling when a requested time is unavailable based on capacity constraints.	Core	
3.c-9	A system that sends automatic text or phone notifications to clients as a vehicle approaches a location for a pickup.	Core	
3.c-10	Vendor provides explanations of any limitations for scheduling rides including limitations for the number of vehicles and/or passenger trips that can be scheduled.	Core	
3.c-11	A system that alerts the user when the origin or destination of a trip is not within the specified boundary during service hours and prevents the trip from being booked unless overridden by approved DRO staff.	Core	
3.c-12	A system that provides an option to select locations without a street address (e.g., can identify a street corner or XY coordinates).	Core	
3.c-13	A system that prevents a user from booking a trip if the eligibility of the rider is suspended, except when suspension is because of an expired funding source. If a suspended rider has booked subscription trips or reservations before the suspension, the system will not schedule these trips while the rider is suspended.	Core	
3.c-14	When a subscription standing order trip is canceled, the system checks ahead and displays other trips for this rider that will be canceled. The system permits the user to cancel one, multiple or all future trips.	Core	
3.c-15	The system allows users to schedule one-way, round-trip, and multi-leg trips with minimal data entry, by auto-populating data.	Core	
3.c-16	The system allows a user to book disconnected legs of a trip.	Core	
3.c-17	The system allows reservations to be made for groups traveling together who have an identical origin and destination. These group reservations shall be assigned to the same vehicle to the maximum extent possible.	Core	

ID	Reservations Specifications	Feature	Response
3.c-18	The system displays all reservations by a rider or address to facilitate individual and/or group cancellations.	Core	
3.c-19	The system shall shows estimated trip lengths for all trips created.	Core	
3.c-20	The system supports lists of vehicles, vehicle run numbers, run times (shifts), and drivers that the user can configure or edit.	Core	
3.c-21	The system provides multiple user-defined seating/wheelchair arrangements for each type of vehicle. This must include a minimum of five (5) different arrangements to incorporate zero (0) to four (4) wheelchairs with corresponding seats.	Core	

ID	Client Management Specifications	Feature	Response
3.c-22	The system automatically generates trip reversals or return trips from destination to origin when trips are booked.	Advanced	
3.c-23	The system provides quick access for a customer's most frequent trip origins and destinations for quick selection during booking.	Advanced	
3.c-24	The system supports multiple service providers. The parameters for each provider are configurable such that the service allocation may be based on predetermined factors including but not limited to the following: 1. Vehicle type 2. Geographic area 3. Day of the week 4. Time of day 5. Origin and/or destination 6. Nature of rider disabilities and/or physical aids	Advanced	

d. Scheduling

ID	Scheduling Specifications	Feature	Response
3.d-1	The system groups trips based on location to maximize service efficiency and provide the ability to lock recurring trip(s) to specific schedules, drivers, or vehicles to provide stability and consistency for customers with regular/recurring appointments.	Core	
3.d-2	The system allows for trips to or from same origins, or to same destinations, to be combined to eliminate duplicate trips.	Core	
3.d-3	Vehicle assignments are automatically updated if a vehicle needs to be pulled from service or if a vehicle is running late.	Core	
3.d-4	The system considers capacity constraints of each vehicle or route. These constraints are adjustable and easily altered on a day-to-day basis.	Core	
3.d-5	The system takes into account different travel times during specific peak hour traffic periods, in congested areas, and at places where physical barriers affect travel load and unload time.	Core	

ID	Scheduling Specifications	Feature	Response
3.d-6	The system calculates actual non-revenue hours and mileage as well as actual revenue hours and miles for all vehicles on a daily basis.	Core	
3.d-7	The system prints vehicle manifests on a daily basis. The system formats printed manifests in a manner that minimizes paper waste, in a legible font size suitable for drivers to reference while enroute, and only includes minimal information (e.g., client name, pick up/drop off address, scheduled window, etc.). Printed manifest details and layout will be defined during design review.	Core	
3.d-8	The system allows users to view maps that illustrate fixed route bus routes and bus stops relative to trip origins and destinations.	Core	
3.d-9	The system provides for manual mapping of addresses if the system map does not recognize an address.	Core	
3.d-10	The mapping system is fully compatible with the mapping system used by tablets and based on an open architecture and integrated with Automatic Vehicle Locator (AVL) and tablet technology.	Core	
3.d-11	The system supports real-time and batch rescheduling.	Core	
3.d-12	All trip time changes are within the original promised time window and permit the rider to meet a stated appointment time.	Core	
3.d-13	The system maintains an open return list (e.g., will calls) for passengers with an uncertain pickup time for the return leg of a trip (e.g., after a medical appointment of uncertain duration).	Core	
3.d-14	When vehicles are removed from a service, the system converts any previously assigned trips for that vehicle to the status “unassigned” for reassignment. The system supports reassignment of all trips to a new vehicle/driver.	Core	
3.d-15	For cancellations, or changes to the pick-up time on a route, the system recalculates the remaining pick-up and drop-off times.	Core	
3.d-16	The system allows the user to mark specific trips as “critical” or exempt from automated modification. If a critical trip must be modified manually, the system provides sufficient controls or notifications to the dispatcher.	Core	
3.d-17	The system avoids sending a vehicle that does not meet the needs of the passenger’s disability.	Core	

ID	Client Management Specifications	Feature	Response
3.d-18	The system features automatic trip optimization. The system continuously updates and adjusts trips based on vehicle position, trip cancellations, and no-shows. Automatic trip optimization maximizes service efficiency while reducing the need for manual schedule adjustments.	Advanced	
3.d-19	The system integrates with mapping and vehicle location services to perform route optimization functions and scheduling based on updated street	Advanced	

ID	Client Management Specifications	Feature	Response
	network data. Route and turn-by-turn driving directions are highly desirable.		
3.d-20	The system allows the DRO to easily add, remove, and modify service boundaries based on service type and driver.	Advanced	
3.d-21	The system routes and schedules trips according to configurable parameters including: 1. Shared rides 2. Pick up time window 3. Drop-off time 4. Mobility aids or mobility restrictions 5. Number of passengers/space available in vehicle 6. Assignment of runs to specified geographical zones The system allows DROs to modify all parameters.	Advanced	

e. Dispatching

ID	Dispatching Specifications	Feature	Response
3.e-1	The system displays the following minimum information for dispatchers for all pick up/drop off: a. Vehicle number b. Passenger name, last name first c. Number of passengers, including attendants and companions. d. Pickup and drop-off address e. Promised arrival time window f. Estimated time of arrival g. Any special needs or problem address h. Notes	Core	
3.e-2	The system provides necessary dispatching tools for making service day operational decisions. At a minimum, this includes tools for same day and standby trips, canceled trips, no-shows, late riders, vehicle breakdowns, and open returns. The system allows the dispatcher to move trips, change drivers and vehicles, and adjust the schedules.	Core	
3.e-3	The system allows for a specific driver to be assigned to a route and allows the dispatcher to change a vehicle number.	Core	
3.e-4	The system allows dispatchers to override routing due to road construction and traffic pattern changes on a one-day or permanent basis.	Core	
3.e-5	The system allows dispatchers to schedule driver breaks.	Core	
3.e-6	The dispatching module displays: 1. Selected route and associated trip details 2. Vehicle ID numbers and locations updated at least every 30 seconds 3. Scheduled arrival times 4. Real-time arrival predictions and on-time performance 5. Client names and the number of passengers per trip	Core	

ID	Dispatching Specifications	Feature	Response
3.e-7	The dispatching module displays one route at a time or multiple routes.	Core	
3.e-8	The system allows the user to display a list of all of the day's scheduled trips for a client.	Core	
3.e-7	The system allows the dispatcher to manually override each trip's assigned route and pickup or drop-off time.	Core	
3.e-8	The system allows the dispatcher to override batched trips and manually move them to an alternate route.	Core	
3.e-9	The system allows users to easily transfer passenger trips from a selected route(s) based on least incremental mileage.	Core	
3.e-12	The system provides the number of trips for each route and track driving speed history.	Core	
3.e-13	The system displays all dispatch activity for any route and allow the dispatcher to add dispatch activity notes.	Core	
3.e-14	The system allows the dispatcher to transfer single trips or a block of trips between vehicles/drivers.	Core	
3.e-10	The system logs all dispatcher actions and attributes them to the logged in user.	Core	

ID	Client Management Specifications	Feature	Response
3.e-16	The system allows dispatchers to see: 1. Cancellations and insertions occurring within a configurable timeframe 2. Runs not covered by a driver 3. Unassigned trips	Advanced	
3.e-17	The system has dispatching tools that are simple to use and efficient to enter and retrieve information. The dispatching solution that is flexible and configurable for each dispatcher allowing dispatchers to create custom dispatch data views based on the type of dispatching methods performed.	Advanced	
3.e-18	The system allows the DROs to manage unexpected enroute origin and destination changes.	Advanced	
3.e-19	The system provides the DROs with two-way text messaging from dispatch to DRO. Messages shall be saved or archived in the system for future reference.	Advanced	
3.e-20	Incoming messages from drivers are grouped by vehicle/driver and sorted by prioritization (e.g., high priority messages on top). All messages include an audible tone or notification to alert the dispatcher when messages are received from the driver display solution.	Advanced	
3.e-21	The system notifies dispatchers when a vehicle is running late by a configurable amount of time. These parameters are configurable based on the parameters set by the individual DROs (e.g., Client type, ADA status, etc.).	Advanced	

f. Driver Display Functionality

ID	Driver Display Functionality Specifications	Feature	Response
3.f-1	The driver display provides drivers with an overview of their complete schedule/manifest and allows them to view details for any pickup/drop off. Details include: 1. Client name(s) and companions/PCA 2. Mobility aids used by clients 3. Dispatch and scheduling comments 4. Fare/sponsor 5. Pickup and drop-off address and any applicable notes 6. Pickup and drop off window/appointment time 7. Business name/building name for each pickup or drop-off	Core	
3.f-2	The driver display or tablet requires the Driver to logon using the DRO assigned credential. When applicable, the driver display allows the driver to enter (or confirm) the current odometer reading for the vehicle.	Core	
3.f-3	The driver display includes demand response-specific functionality to display electronic manifests and receive updates in real-time from the Vendor provided dispatching system. Updates include changes to the schedule, trip specific detailed updates, cancellations, and additions to the manifest.	Core	
3.f-4	The driver display allows the driver to easily scroll through the entire manifest.	Core	
3.f-5	The driver display allows the driver to: Arrive, perform, cancel, and no-show trips as required by the DROs.	Core	
3.f-2	The driver display displays mapping using the same mapping software used to schedule the route.	Core	

ID	Driver Display Functionality Specifications	Feature	Response
3.f-7	Additional trip information includes: 1. Map view 2. Trip ID 3. Client type (e.g., Attended) 4. Estimated time to arrival at destination	Advanced	
3.f-8	Where applicable, the driver display includes a pullout and pull in checklist for Drivers at the start and end of service. Items included on the checklist are configurable by the DROs.	Advanced	
3.f-9	The system allows drivers to provide pickup and drop-off comments for each trip. The system synchronizes with the client record and is available for future passenger trips.	Advanced	
3.f-10	The driver display shows the vehicle's current odometer reading as calculated by the previous odometer entry and allows the DRO to manually correct the calculated vehicle odometer value.	Advanced	

ID	Driver Display Functionality Specifications	Feature	Response
3.f-3	The driver display provides integrated canned messages that drivers may send to dispatch. Integrated canned messaging includes DRO-customizable messages that can be sent directly from the driver display to dispatch.	Advanced	

g. Billing and Invoicing

ID	Billing and Invoicing Specifications	Feature	Response
3.g-1	The system supports trip pricing through a billing and payment feature. The system supports any combination required by the DROs: 1. Zone 2. Vehicle miles and/hours (service & revenue) 3. Passenger (rider) mile 4. Direct mile (Taxi) 5. Flat rate 6. Hourly 7. Fixed route fares	Core	
3.g-2	The system includes tariff management tools to administer all fare price and fare structure. The Agencies will establish the price of fares.	Core	
3.g-3	The system handles billing and invoicing functions for riders/trips.	Core	
3.g-4	The system allows the Agencies to generate and print monthly billing invoices for payment. The system generates and prints reports in a CSV or equivalent spreadsheet format.	Core	
3.g-5	The system automatically generates mailing labels for client billing and invoicing.	Core	
3.g-6	The Vendor supports Payment Integration with State programs as a funding source for billing and payment. Vendor payment solutions provide Payment Card Industry Data Security Standard (PCI-DSS) compliance and Vendor provides evidence of PCI compliance upon request by the DROs.	Core	
3.g-7	The Vendor works with the DROs to confirm reporting level of detail for billing and invoicing purposes. Billing reports shall include, at a minimum: 1. Trip date(s) 2. Passenger name and number of passengers 3. Pickup/drop off location(s) 4. Total number of trips by passenger 5. Total amount owed for each trip	Core	
3.g-8	The Vendor provides customer service support to the DROs during system and financial audits.	Advanced	

4 Customer Applications

Customer-facing applications provide end-users with tools needed to schedule and manage rides, manage their Client profile, facilitate customer self-service, and alert riders when their vehicle is approaching.

Describe the Vendor's proposed solution for each of the following specifications. If a specification is not applicable, please explain.

a. Mobile Applications

ID	Mobile Applications Specifications	Feature	Response
4.a-1	The Vendor provides Mobile Applications and website user interface and user experience accessibility testing using a qualified accessibility expert with relevant experience utilizing assistive technologies.	Core	
4.a-2	The Mobile Applications are designed and tested for cross-platform compatibility, including Android and iOS mobile application platforms.	Core	
4.a-3	The Mobile Applications support the most recent version of Google Android and Apple iOS mobile platforms at launch. Mobile Applications will be backwards compatible with a minimum of two (2) previous versions.	Core	
4.a-4	The Mobile Applications are free to download from Apple App Store or Google Play Store.	Core	
4.a-5	The Mobile Applications support the following functions: 1. Create an account 2. Link Client ID 3. Manage account (payment, contact information, personal care attendant, emergency contact and frequent address of travel) 4. View scheduled trips 5. Book a trip 6. Modify a trip 7. Cancel one or many trip reservations	Core	
4.a-6	The Mobile Applications support shared permissions allowing personal care attendants or caregivers to manage customer profile, book a trip, modify a trip or cancel a trip.	Core	
4.a-7	The Mobile Applications send a notification to the user when the ride is approaching/on the way.	Core	
4.a-8	The Mobile Applications adhere to branding guidelines of the DROs and will be approved during Final Design Review (FDR).	Core	
4.a-9	The Mobile Applications display text in alternate languages including, but not limited to, Spanish.	Core	
4.a-8	The Mobile Applications are intuitive, easy to use, and meet relevant accessibility standards of the ADA, World Wide Web Consortium.	Core	
4.a-9	The system's Mobile Applications are integrated with the DROs' fare structures and reservations systems to allow the customer to indicate their payment preference when making a reservation (e.g., cash, payment card, etc.).	Core	
4.a-12	The system's Mobile Applications allows customers to view the vehicle's location and estimated pickup (arrival) time on a map-based interface.	Advanced	

b. Customer Website

ID	Customer Website Specifications	Feature	Response
4.b-1	The self-service Customer Website supports the following functions: 1. Apply for demand response eligibility 2. Create an account 3. Link Client ID 4. Manage account (payment, contact information, personal care attendant, emergency contact and frequent address of travel) 5. View scheduled trips 6. Book a trip 7. Modify a trip 8. Cancel one or many trip reservations	Core	
4.b-2	The Customer Website s is compatible with Windows and Apple operating systems and support the current browser version in addition to the previous three (3) versions. The Customer Website Portal functions on a desktop device (such as a PC), tablet, and wireless smartphone using popular browsers, including but not limited to: Chrome, Edge, Internet Explorer, Firefox, and Safari.	Core	
4.b-3	The Customer Website supports shared permissions allowing personal care attendants or caregivers to manage customer profile, book a trip, modify a trip, and/or cancel a trip.	Core	
4.b-4	The Customer Website adheres to the branding guidelines of the DROs and will be approved during FDR.	Core	
4.b-5	The Customer Website displays text in alternate languages including, but not limited to, Spanish.	Core	
4.b-6	The Customer Website is intuitive, easy to use, and meet ADA accessibility standards.	Core	
4.b-7	The Customer Website allows customers to view the vehicle's location and estimated pickup (arrival) time on a map-based interface.	Advanced	

c. Phone Notification

ID	Phone Notification Specifications	Feature	Response
4.c-1	The system interfaces with an interactive voice response (IVR) system to provide customer alerts related to trip reminder and real-time arrival information.	Core	
4.c-2	The system provides the name of the DRO and welcome message as its first response when the IVR is initialized. The system allows additional messages to be spoken after the welcome message as part of the IVR-decision flow.	Core	
4.c-3	The system allows users to interact with the system using their voice or telephone keypad.	Core	
4.c-4	The system supports a skip-ahead feature that allows the customer to choose their option at any point.	Core	

ID	Phone Notification Specifications	Feature	Response
4.c-5	The system supports a time-out parameter when no voice or no-keypad tone is identified, the customer is transferred to a Customer Service Representative. The time-out parameter will be approved by the DROs.	Core	
4.c-6	The system supports languages including, but not limited to, English and Spanish.	Core	
4.c-7	The system supports incoming calls through an automated menu where customers are encouraged to use an automated menu as a first choice before being transferred to a Customer Service Representative.	Core	
4.c-8	The Vendor provides a list of IVR recordings and prompts to the DRO for review and approval prior to implementation. The system permits DROsto customize system prompts and customer information messages at no charge.	Core	
4.c-9	In addition to customer alerts, the system supports messages related to eligibility requirements, usage policies and important contact information specific to the DROs.	Core	
4.c-10	The system allows prompts to the customer to identify a trip reservation, cancel one or many reservations, and confirm the cancellation.	Core	
4.c-11	The system is configurable and allows the DROs to configure the reminder and arrival parameters. The DROs will define these parameters during initial implementation.	Core	
4.c-12	The system contacts the customer with a reminder call about their trip the day before their scheduled service.	Core	
4.c-12	The system contacts the customer the day of their service trip with a service reminder when the vehicle is fifteen (15) minutes away from arrival.	Core	

5 Reporting.

Describe the Vendor's proposed solution for each of the following specifications. If a specification is not applicable, please explain.

a. General Reporting

ID	General Reporting Specifications	Feature	Response
5.a-1	The system includes a reporting module that meets all National Transit Database and Federal Transit Administration reporting requirements and allows for the quick analysis of performance and service metrics such as: 1. Overall system report 2. Service hours and miles (revenue and non-revenue) 3. Deadhead hours and miles 4. No-Shows/Cancellations 5. Ridership and passenger hours 6. Client Management (e.g., new clients, suspended clients, etc.) 7. On-time performance 8. Trips and Trip origins and destinations 9. Billing and Invoicing 10. Taxi and Brokered services report 11. System Performance Monitoring 12. National Transit Database (NTD) 13. The standard North Carolina reporting package, including operating statistics, origin destination data, and vehicle utilization.	Core	
5.a-2	The system supports reporting analyses through ad hoc report generation. The system includes at least the following: 1. A display of the number of passengers per vehicle for a user-specified time interval 2. The number of cancellations, no-shows and late pick ups for a given rider for a user-specified data range 3. A query of trips by vehicle ID, rider ID, rider name, location name, zone, city, type of trip (e.g., ambulatory, subscription, canceled), travel duration, travel time interval, etc.	Core	
5.a-3	The system runs reports based on service type (e.g. Demand response or Shuttle Van) and service days (weekday, Saturday, or Sunday) is required.	Core	
5.a-4	The Reporting System first presents data in a summary format and then allows the DRO staff to drill-down and drill-through the tables for further details. Any graphical illustrations are provided as necessary.	Core	
5.a-5	The system runs custom reports using any of the data elements included in the database. Custom reports are intuitive and require minimal user configuration.	Core	
5.a-6	The system provides the DROs and the State with access to both aggregated and non-aggregated raw data for research and reporting.	Core	
5.a-7	The system allows users to generate and save ad hoc reports easily.	Core	

ID	General Reporting Specifications	Feature	Response
5.a-8	The system allows reports to be viewed on screen, sent to a printer or saved to a file.	Core	
5.a-9	The Reporting System allows report files to be exportable as pdf, Word, Excel, and GIS data formats. Origin and destination reports shall export location addresses as well as geocoded coordinates.	Core	
5.a-10	The Vendor provides the DROs with a list of available reports, sample of detail reports and degree to which the reports can be customized.	Core	
5.a-11	The Reporting System provides standard reports based on stored data. The DROs prefer the standard reports provide at least the following features: 1. Log on/ Log off Summary 2. Trips Provided 3. Non-Revenue vehicle hours 4. Passenger travel time by run, trip and user group 5. Cancellations 6. No-shows 7. Vehicle hours/miles 8. Driver??? attributes (DL endorsement, expiration, certification)	Core	
5.a-12	The Reporting System accesses the database to allow technical staff to generate, create and save ad hoc reports.	Core	

b. Performance Monitoring and Analytics

Performance monitoring, reporting, and data analytics are part of the ongoing operations and maintenance for Vendor's proposed solution. Describe the Vendor's proposed solution for each of the following specifications. If a specification is not applicable, please explain.

ID	Performance Monitoring and Analytics Specifications	Feature	Response
5.b-1	The Vendor creates canned reports that can be run, viewed, and downloaded by the DROs using a Vendor-provided Reporting System.	Core	
5.b-2	The system generates reports without manual data entry by the Vendor wherever possible.	Core	
5.b-3	The reports include tables and graphical charts showing the current and historical performance of each device or feature of the system under measurement where applicable.	Core	
5.b-4	The reports include a calculation of any credits to be assessed in the current month based on current and prior performance.	Core	
5.b-5	The Vendor commences performance reporting during Pilot Testing and continues to perform this activity throughout the operations agreements.	Core	
5.b-6	The system provides data and reports in a consistent format (e.g., CSV or equivalent spreadsheet format) and structure to support status reporting for active projects/contracts across participating DROs.	Core	

6. Implementation

Describe the Vendor’s proposed solution for each of the following specifications. If a specification is not applicable, please explain.

a. System Design Reviews

ID	System Design Reviews Specifications	Feature	Response
6.a-1	The Vendor prepares a comprehensive System Design/Configuration set of documents (SDD) describing the functionality, user interfaces, network and system interfaces, and other elements to fully describe the system.	Core	
6.a-2	The SDD includes at a minimum: 1. System overview, architecture, and configuration information 2. All onboard and system software and functionality 3. All system interfaces, including data communications and interfaces with other systems 4. All system configurations for all of the participating DROs 5. Performance measures and overall testing and acceptance process	Core	
6.a-3	The Vendor presents the design documents and related information in initial implementation meetings. The Vendor facilitates a general demonstration of the system identifying each application or module provided under this Contract. The Vendor clearly articulates to the DROs the decisions required to configure the system or design elements of the system.	Core	
6.a-4	Design review meetings will be held at DRO offices or using approved video conferencing tools and will include an overall System Design Review meeting, followed by detailed reviews for each application or module provided by the Vendor. This includes: 1. Client Management 2. Reservations and Scheduling 3. Dispatching and operations 4. Fare payment 5. Customer applications (e.g., mobile app, phone, website) 6. On-demand services 7. Reporting 8. Integrations 9. Hardware (e.g., mobile data terminal (MDT) or tablets) 10. System support and maintenance	Core	
6.a-5	The Vendor conducts interactive workshops using demonstration equipment to “walk through” system operation and develop the screens for all user interfaces.	Core	

ID	System Design Reviews Specifications	Feature	Response
6.a-6	The Vendor conducts interactive workshops to demonstrate the system operation's final design, including final screens for user interfaces and customer facing applications.	Core	
6.a-7	If preferred by the DRO, the Vendor conducts a series of design meetings with the DROs throughout the project implementation rather than conduct the initial implementation meetings. If this is the preferred method, the Vendor must clearly describe the alternative process in the proposal.	Core	

b. Testing

ID	Testing Specifications	Feature	Response
6.b-1	The Vendor provides all labor and materials required for system testing, including but not limited to multiple phone types and sizes across iOS and Android platforms, funding sources, and all support services and facilities required to test the system.	Core	
6.b-2	The Vendor prepares and submits a comprehensive testing plan for review and approval by the DROs.	Core	
6.b-3	The Vendor documents all tests. The DOR and the Vendor will monitor and sign off to indicate completion of the tests.	Core	
6.b-4	The Vendor provides a comprehensive set of test use cases and testing scripts for the DROs to use to test the system. Testing includes: 1. All features and functions provided under this Contract, configured for the Agencies as determined during design review 2. Testing setup/pre-conditions, step by step instructions to complete the test and expected results for each test 3. Test success/acceptance criteria The Vendor generates sufficient data to thoroughly test the reports provided under this Contract for reporting testing.	Core	
6.b-5	The Vendor provides the testing use cases to the DROs no later than two (2) weeks prior to the start of testing for review and approval.	Core	
6.b-6	The Vendor corrects any and all software not passing inspection or testing and retests it at no additional cost to the DRO.	Core	
6.b-7	The DRO may, at its discretion, assign aDRO representative to witness and or/audit all testing.	Core	
6.b-8	Prior to the start of any formal testing, the Vendor conducts a “dry-run” review and testing of software components to identify and resolve any issues that arise.	Core	
6.b-9	The Vendor provides a test environment for the system to fully test all features and functions provided under this Contract. The testing environment will be separate from the development and production environments.	Core	

ID	Testing Specifications	Feature	Response
6.b-10	The Vendor facilitates and leads three (3) stages of testing: 1. Functional Testing 2. Pilot Testing or Public Beta Testing 3. System Acceptance Testing (SAT)	Core	
6.b-11	Successful completion of each of the three (3) testing stages will be subject to the approval of the DROs based on the test criteria mentioned in specification 6.2-10.	Core	
6.b-12	Functional Testing includes comprehensive testing of the system as configured for the DROs. Testing is conducted on all components provided under this Contract. The Vendor completes functional tests for the application which demonstrate and verify all functions provided as part of this Contract, including the review and usability testing of all user-accessible screens and commands.	Core	
6.b-13	After Functional Testing is successfully completed, Vendor provides a Functional Testing report to the DROs for review and approval before the Vendor proceeds to the next stage of testing.	Core	
6.b-14	For DROs conducting optional Public Beta Testing, the Vendor facilitates Public Beta Testing of the Mobile App and supports all public beta testers including, but not limited to: 1. Recruiting public beta testers 2. Support beta testers through the testing phase 3. Summary of issues identified by beta testers 4. Readiness report for Go-Live	Core	
6.b-15	The Vendor provides a minimum of one (1) week onsite support during public launch.	Core	
6.b-16	SAT begins after full public launch of the complete solution for all system components and will continue for 45 days.	Core	
6.b-17	SAT is performed in the production environment with all features and functions provided under this Contract.	Core	
6.b-18	The Vendor supports all elements of SAT, including, but not limited to, system maintenance, reporting, and customer support.	Core	
6.b-19	If the applicable performance requirements defined in agreed SLA are not attained during the 45-day period, the SAT is extended a minimum of 90-days to allow for three consecutive 30-day periods in which the requirements are met.	Core	
6.b-20	The Vendor identifies and implements remedial action at no cost to the DRO if an applicable system component fails to conform to specifications or performance requirements during SAT.	Core	
6.b-21	During SAT, the DRO and the Vendor meet no less than two (2) times per week to discuss progress, issues, and results. The Vendor provides formal reports on system performance at the end of the 45-day period.	Core	

ID	Testing Specifications	Feature	Response
6.b-22	The Vendor provides all testing data, reports, and other testing information to the DROs for review and approval within 10 days following the Completion of SAT.	Core	
6.b-23	The Vendor is responsible for all system operation and maintenance until the DROs issue approval of SAT.	Core	

c. Training and Manuals

ID	Training and Manuals Specifications	Feature	Response
6.c-1	The Vendor offers comprehensive onsite training to the DROs' staff on all provided hardware and software. Digital copies of user manuals, training materials, and all other system documentation will be made available to the DROs.	Core	
6.c-2	The Vendor provides all training materials in either Microsoft Office or Adobe PDF and shall provide permission to the DROs to reproduce copies as needed.	Core	
6.c-3	The Vendor keeps all training materials current based on current modifications and releases. The date and version shall be tracked on all training materials.	Core	
6.c-3	The Vendor provides training courses for at least the following positions: 1. Scheduler 2. Dispatcher 3. Administrative Staff 4. DRO Training Instructors (Train the Trainer) 5. DROs 6. Customer Service Representatives 7. Transportation Supervisors and Managers 8. System Administrator/System Engineer (IT Staff) 9. Database Administrator (IT Staff)	Core	
6.c-4	The DROs will provide employee list and number of staff attending above training sessions during Training Plan review.	Core	
6.c-5	The Vendor conducts training prior to Pilot Testing for the selected employees participating in Pilot Testing. All DROs must be trained before SAT.	Core	
6.c-6	The Vendor provides additional training and updated training materials to the DROs prior to SAT at no additional cost under the following circumstances: 1. If major modifications are made to the system after the initial training due to system upgrades or changes made under warranty or 2. If SAT occurs at least six (6) months after the completion of training, due to delays for which the Vendor is responsible.	Core	

ID	Training and Manuals Specifications	Feature	Response
6.c-7	During the System Maintenance Agreement (SMA) period, the Vendor provides additional training to DRO staff at no additional cost. Additional training may include pre-recorded sessions, however, live support from the Vendor is provided to answer any follow up questions from trainees.	Core	
6.c-8	The Vendor provides an online-based training module (on-demand version) that is built into the base system and allows for future training of the DROs.	Core	
6.c-9	The Vendor provides a Training Plan, including objectives, schedule, and course outline to the DROs for review at least four (4) weeks in advance of the start of training. The Training Plan shall include: 1. Total number of onsite training session(s) proposed 2. Total number of web-based training session(s) proposed 3. List of training course(s) 4. Number of classes per course 5. Maximum number of attendees per class 6. Preferred day and duration of sessions	Core	
6.c-10	The Training Plan shall be approved by the DROs prior to the start of any trainings.	Core	
6.c-11	The Vendor furnishes all tools, equipment, and training aids to conduct training courses during the training course.	Core	
6.c-12	The Vendor provides an instructor with a thorough knowledge and understanding of the system. In addition, the instructor has a familiarity within transit and will effectively leads students in a classroom setting.	Core	

7. Ongoing System Operations and Maintenance

Describe the Vendor's proposed solution for each of the following specifications. If a specification is not applicable, please explain.

a. System Maintenance Agreement (SMA)

ID	System Maintenance Agreement (SMA) Specifications	Feature	Response
7.a-1	Provide a SMA that covers the operations and maintenance of the system for a period of two (2) years plus three (3) one- (1-) year options for a total of five (5) years.	Core	
7.a-2	During the SMA, the Vendor retains responsibility for the operations and maintenance of the services, applications and any hardware provided .	Core	
7.a-3	The Vendor provides comprehensive testing during the SMA for any significant changes to the system. The determination of the significance of the change will be collaboratively determined between the Vendor and the DROs' representatives.	Core	

ID	System Maintenance Agreement (SMA) Specifications	Feature	Response
7.a-4	The Vendor provides at least five (5) business days' notice to the DROs before deploying system updates to Production, except when critical updates require immediate action.	Core	
7.a-5	The Vendor ensures the system is up to date with OS level security updates and patches.	Core	
7.a-6	The Vendor implements Change Management Processes for software and application releases.	Core	
7.a-7	The Vendor provides maintenance support when new OS versions are released and deployed to the system.	Core	
7.a-8	The Vendor releases new versions of the Mobile Apps, including obtaining approval through app store deployment processes.	Core	
7.a-9	The Vendor maintains the app store pages and metadata for the Mobile Apps and configuring the application for free downloadable.	Core	
7.a-10	The Vendor monitors the System for security threats and vulnerabilities and notifies the DROs immediately in the event of a suspected breach of the System for DROs, rider(s), or identified fraudulent use.	Core	
7.a-11	The Vendor provides a phone number and e-mail account for the reporting of software defects or malfunctions, and system outages, 24-hours a day, 7-days a week.	Core	
7.a-12	During the SMA, the Vendor responds to reports of system outages within 15-minutes of notification, 24-hours a day, 7-days a week. A fully qualified service representative arrives onsite within 24-hours after being contacted by the DROs if it is determined that a physical presence is needed to resolve the identified issue.	Core	
7.a-13	During the SMA, the Vendor responds to a report of any software defect or malfunction within two (2) hours of notification. A fully qualified service representative arrives onsite within 24-hours after being contacted by the DROs if it is determined that a physical presence is needed to resolve the identified issue.	Core	
7.a-14	The Vendor attempts to fix software problems impacting revenue collection within three (3) hours of being reported.	Core	
7.a-15	If the software problem impacts revenue collection, and the repair will take longer than three (3) hours, the Vendor reports the cause of the problem as soon as it becomes evident and provides status reports at least every four (4) hours thereafter, until the problem is corrected, or a workaround is established.	Core	
7.a-16	The Vendor submits to the DROs, no less than monthly, a notification of planned modifications and updates to the system, upgrade schedules, and a calendar of key dates for system changes for the coming three (3) months and beyond.	Core	

b. Service Level Agreement (SLA) and Key Performance Indicators (KPIs)

ID	Service Level Agreement (SLA) and Key Performance Indicators (KPIs) Specifications	Feature	Response
7.b-1	The system completes reports within five (5) minutes of initiating the generation or creation of a standard or ad-hoc report.	Core	
7.b-2	The maximum average response time for all dispatch functions averages less than twenty (20) seconds for up to twenty (20) active workstations using the hardware and software in the Specification.	Core	
7.b-3	The system supports each DRO's rider base within the service area without any appreciable degradation of overall system performance.	Core	
7.b-4	The system schedules a full day's trips in less than thirty (30) minutes.	Core	
7.b.5	System accuracy is determined based on any incident where a device or backoffice-generated transaction is recorded incorrectly within the associated system. See below:	Core	

c. Issue Resolution and Remedies

ID	Issue Resolution Team (IRT) Specifications	Feature	Response
7.c-1	The Vendor and the DRO will establish an Issue Resolution Team (IRT) for each participating DRO as part of the ongoing operations and maintenance. The IRT will be established prior to Pilot Testing/Public Beta Testing and evaluates the system and back-office issues throughout the term of the Contract.	Core	
7.c-2	The intent of the IRT is to create a clear and consistent process to settle disputes based on the requirements and facilitate resolution for issues related to the Vendor-provided system. The IRT will use best judgment to collaboratively address scenarios where the requirements are silent or unclear. If the IRT cannot resolve a decision or dispute collaboratively, the DRO representative will make the final and binding decisions for any dispute that remains open by the IRT after a period of 10 business days.	Core	
7.c-3	The IRT shall evaluate failures and determine the severity and remedies assessed against the monthly SMA payment.	Core	

ID	Issue Resolution Team (IRT) Specifications	Feature	Response
7.c-4	At a minimum, critical failures shall include incidents that produce a major or substantial business impact or impact to normal operations, such as: 1. Non-trivial loss of revenue or expense 2. Significant negative customer experience 3. Limited or loss of access to a production application 4. System operation at a degraded level, such that normal business operations cannot be conducted. 5. Application or system experiencing continual or repeated issues	Core	
7.c-5	A credit to the DRO's monthly subscription service payment will be assessed for a failure to meet any KPIs identified as having an associated credit.	Core	
7.c-6	A failure will result in the percentage in the "Credit Assessed" column being applied to the full amount of the operations payment identified in the "Payment Impacted" column for the month of measurement.	Core	
7.c-7	A failure to meet the same KPI for two (2) or more months in a row will constitute a persistent failure and result in a multiplier being applied to the credit percentage.	Core	
7.c-8	The credit multiplier will increase by a factor of one for each month that a KPI is not met (e.g., if a KPI is not met two (2) months in a row, the credit will be doubled in the second month; if a KPI is not met three (3) months in a row, the credit will be tripled in the third month).	Core	
7.c-9	Successfully meeting a KPI will end a persistent failure and reset the credit multiplier.	Core	
7.c-10	The total credit applied to an SMA payment will be capped at 25% of the full amount of that payment in a calendar month. Credits will not be carried over from month to month.	Core	
7.c-11	The Vendor reports on credits in the system performance reports and deducts credits directly from any invoices submitted to the DROs.	Core	
7.c-12	System accuracy is determined based on any incident where a device or back office-generated transaction is recorded incorrectly within the associated system. See below the chart below for requirements and remedies for the devices.	Core	

ID	Issue Resolution Team (IRT) Specifications	Feature	Response

Device	Requirement	Measurement Period	Base Credit Assessed
Client Database	< 2 incidents	Calendar Month	10%
Reservations	< 2 incidents	Calendar Month	10%
Dispatching	< 2 incidents	Calendar Month	10%
Scheduling	< 2 incidents	Calendar Month	10%
Driver display	< 2 incidents	Calendar Month	10%
Billing, Invoicing and integrated payment	< 2 incidents	Calendar Month	10%
Customer applications (Mobile application and websites)	< 2 incidents	Calendar Month	10%

8. Priced Options

Please respond to the following specifications by describing the Vendor's solution, service and/or products for each specification. If a specification is not applicable, please explain. .

a. Hardware (Option)

Vendor may only offer for purchase or lease to DORs the items listed in the table below under this contract. The NCDOT Contract Administrator reserves the right to remove Vendor from this contract if Vendor offers to DROs, under this contract, items that are not listed in the table.

Hardware	Description
Ruggedized Tablets	Extremely portable solid state computing devices engineered from inception to work in extreme temperatures and other harsh conditions. Ruggedized tablets have a rugged shell and can withstand drops, jolts, etc. Tablets are characterized by a single touch screen input mechanism and may or may not include an attachable keyboard.
Integrated Payment Systems	Automates payment acceptance to accept credit card payments directly with the DROs existing software.
Closed-circuit Television (CCTV)	The use of video cameras to transmit a signal to a specific place on a limited set of monitors for surveillance and security purposes.
Peripheral Components	Must be able to attach to, work with, and be supported by, the Ruggedized Tablet Units, the Integrated Payment Systems, and the CCTV systems described elsewhere herein. Peripherals must be present with the general offerings of the manufacturer, and as such, normally available from the manufacturer represented. Peripherals considered within the scope of this contract are monitors, input devices (keyboards, mice), docking stations, memory, cases, etc.

b. Payment Hardware (Option)

Describe how the solution handles transaction, billing, invoicing, and payment processing functions.

ID	Integrated Payment Specifications	Feature	Response
8.b-1	The Vendor is responsible for settlement of funds, reconciliation accounting, and the DROs' apportionment.	Option	
8.b-2	The Vendor reconciles refunds, chargebacks, and adjustments.	Option	

ID	Integrated Payment Specifications	Feature	Response
8.b-3	The system secures transmission and storage of Personal Identifiable Information (PII) acquired and used by the system for payment integration and processing.	Option	
8.b-4	Confidential and sensitive data is encrypted and transmitted securely throughout the system.	Option	
8.b-5	Customers may add, modify, and delete payment methods to their customer account.	Option	
8.b-6	Customers may utilize all major payment card brands (i.e., Visa, Mastercard, American Express, and Discover) to purchase fare. This includes the use of Transit Benefit credit/debit cards, pre-paid transit credit/debit cards, and payment cards issued for government-funded or sponsored funds for low-income riders to purchase fare.	Option	
8.b-7	The Vendor prepares financial reports that include daily, weekly, monthly, quarterly, and annual sales and revenue for the DROs.	Option	
8.b-8	The system allows for multiple funding sources per rider and at least one funding source per rider per trip. Describe how funding data are stored and how funding sources are selected or automatically applied to trips.	Option	

c. Onboard Hardware, Data Communications, and Installation (Option)

ID	Onboard Hardware, Data Communications, and Installation Specifications	Feature	Response
8.c-1	The Vendor provides driver displays (tablets) and all associated mounting hardware, cables, and communications components. All Vendor-provided equipment is consistent across the fleet, allows staff to easily swap equipment (including mounting hardware and devices), and includes adequate data communications.	Option	
8.c-2	Vendor installs all onboard equipment through close collaboration with the DROs.	Option	
8.c-3	The driver display mount complies with US heavy duty vehicle Society of Automotive Engineers (SAE) J1455 standard.	Option	
8.c-4	The driver display is a ruggedized device suitable for operations in a transit environment.	Option	

d. On-Demand Trips (Option)

ID	On-Demand Specifications	Feature	Response
8.d-1	The system supports on-demand scheduling, where trips can be requested the same day. On-demand scheduling does not require advance reservation.	Option	
8.d-2	The system permits trip booking while transit personnel are on the phone with the customer. The System processes both subscription trips (standing- order) and demand response trips.	Option	

ID	On-Demand Specifications	Feature	Response
8.d-3	The system processes, schedules, and dispatches same day trip orders without the need for manual intervention from dispatch staff.	Option	
8.d-4	The system supports on-demand or scheduled trip orders through the mobile application and customer website.	Option	
8.d-5	The system differentiates between ADA and on-demand trips for reporting purposes.	Option	

e. Fixed Route Scheduling (Option)

ID	Fixed Route Scheduling Specifications	Feature	Response
8.d-1	Describe in detail any fixed route and deviated fixed-route scheduling solutions supported by the solution, including: 1. Features and functions of the system 2. Customer facing tools such as real-time arrivals or trip planning 3. Integration with demand-response trip scheduling 4. Integration with other solutions	Option	

f. CCTV (Option)

ID	CCTV Specifications	Feature	Response
8.f-1	Describe if the solution provides enhanced integrations with CCTV solutions. This includes the ability to trigger events from the driver display or dispatchers to either tag video recordings or allow dispatchers to view video directly from the dispatch screen.	Option	
8.f-2	Describe CCTV systems that are included or offered from the scheduling software provider.	Option	

9 Project Management Specifications

a. Project Deliverables Specifications

The following Table is an overview of the documentation Vendor will provide during this project. Please provide representative examples and supporting narratives for the various deliverables that will be produced during this project. These representative examples will be evaluated and also used as a baseline for ensuring that the content associated with the Vendor deliverables are in line with the State's expectations for this RFP. These representative examples should correspond one-to-one with the items noted in the deliverables table below. . If a deliverable item is not applicable to the Vendor's proposed Solution, please explain.

Reference	Deliverable Title
PM 1	Project Management Documentation A. Project Schedule and Approach B. Change Management Plan C. Engineering Change Requests D. QA/QC Plan E. Master Issues List (MIL) F. Transition Plan G. Design Review Plan H. Testing Plan I. Training Plan
PM 2	A. Design - Representative Examples System overview and architecture design document B. System design documents including all applications and integrations included as part of this Contract
PM 3	Testing A. Comprehensive testing use-cases and scripts
PM 4	Training and Manuals A. Comprehensive training materials for all solutions provided as part of this Contract B. Back-office system manual for all DRO and Vendor controlled configurations C. Mobile Application and Customer Website Design and Configuration Management Manual D. IVR phone tree and Design and Configuration Manual E. Driver Display Manual F. Reporting Manual G. Customer Service Guide

4.0 COST OF VENDOR'S OFFER

4.1 OFFER COSTS

The Vendor must list, itemize, and describe any applicable offer costs which may include the following:

Hosting Service Fees
Development or First Time Engineering Fees
Implementation Costs
Transition Costs
Service Costs
Technical Support
Training (Technical and/or Customer)
License Fees
Maintenance
Equipment Costs (purchase and lease)

4.3 PAYMENT SCHEDULE

The Vendor shall propose its itemized payment schedule based on the content of its offer. All payments must be based upon acceptance of one or more Deliverables.

5.0 EVALUATION

5.1 SOURCE SELECTION

A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award this RFP to the Vendor providing the Best Value, and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against other non-price factors.

a) Evaluation Process Explanation. State Agency employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Offer shall have specific page numbers and sections stated in the reference.
b) To be eligible for consideration, Vendor's offer <u>must</u> substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the State. Offers that do not meet the full intent of all specifications listed in this RFP may be deemed deficient. Further, a serious deficiency in the offer to any one (1) factor may be grounds for rejection regardless of overall score.
c) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Raleigh, North Carolina, to discuss technical and contractual aspects of the offer.
d) Vendors are advised that the State is not obligated to ask for or accept after the closing date for receipt of offer, data that is essential for a complete and thorough evaluation of the offer.

5.2 EVALUATION CRITERIA

Evaluation shall include best value, as the term is defined in N.C.G.S. § 143-135.9(a)(1), compliance with information technology project management policies as defined by N.C.G.S. §143B-1340, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation. The following Evaluation Criteria are listed in Order of Importance.

1. How well the Vendor's offer conforms with the solicitation.
2. How each Vendor's offer compares with other Vendors' offers.
3. Proposed Approach and Schedule for Completing Work
4. Strength of references relevant or material to technology area(s) or Specifications
5. Vendor Past Experience - The Vendor may be disqualified from any evaluation or award if the Vendor or any key personnel proposed, has previously failed to perform satisfactorily during the performance of any contract with the State, or violated rules or statutes applicable to public bidding in the State.
6. Illustration(s) and/or explanations to Section 3.3 Enterprise Specifications
7. Adherence to Section 3.2 Security Specifications
8. Total Cost of Ownership
9. Risks associated with Vendor's offer

5.3 BEST AND FINAL OFFERS (BAFO)

The State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendor(s) within this range; e.g. “Finalist Vendor(s)”. If negotiations or subsequent offers are solicited, the Vendor(s) shall provide BAFO(s) in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State will evaluate BAFO(s), oral presentations, and product demonstrations as part of the Vendors’ respective offers to determine the final rankings.

6.0 VENDOR INFORMATION AND INSTRUCTIONS

6.1 GENERAL CONDITIONS OF OFFER

6.1.1 VENDOR RESPONSIBILITY

It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications, requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person.

The Vendor will be responsible for investigating and recommending the most effective and efficient solution. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of their ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products and any software. The Vendor must provide a justification for their proposed hardware, product and software solution(s) along with costs thereof. Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying Services, maintenance, warranties, value added Services or other criteria identified herein.

6.1.2 RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:

a) waive any formality;

b) amend the solicitation;

c) cancel or terminate this RFP;

d) reject any or all offers received in response to this RFP;

e) waive any undesirable, inconsequential, or inconsistent provisions of this RFP;

f) if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;

g) not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or

h) if all offers are found non-responsive, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more known sources of supply.

6.1.3 SOLICITATION AMENDMENTS OR REVISIONS

Any and all amendments or revisions to this document shall be made by written addendum from the Agency Procurement Office. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

6.1.4 ORAL EXPLANATIONS

The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the State's contact person may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.

6.1.5 E-PROCUREMENT

This is an E-Procurement solicitation. See Attachment B, paragraph #38 of the attached North Carolina Department of Information Technology Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for the implementation of North Carolina's statewide E-Procurement initiative. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By signature, the Vendor acknowledges acceptance of all terms and conditions including those related to E-Procurement.

a) General information on the E-Procurement service can be found at http://eprocurement.nc.gov/

b) Within two days after notification of award of a contract, the Vendor must register in NC E-Procurement @ Your Service at the following website: http://eprocurement.nc.gov/Vendor.html

c) As of the RFP submittal date, the Vendor must be current on all E-Procurement fees. If the Vendor is not current on all E-Procurement fees, the State may disqualify the Vendor from participation in this RFP.

6.1.6 INTERACTIVE PURCHASING SYSTEM (IPS)

The State has implemented links to the Interactive Purchasing System (IPS) that allow the public to retrieve offer award information electronically from our Internet website: https://www.ips.state.nc.us/ips/. Click on the IPS BIDS icon, click on Search for BID, enter the Agency bid number (54-12008772-CM), and then search. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

6.1.7 PROTEST PROCEDURES

Protests of awards exceeding $25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in the purchasing agency's office within fifteen (15) calendar days from the date of this RFP award and provide specific reasons and any supporting documentation for the protest. **All protests are governed by Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**

6.2 GENERAL INSTRUCTIONS FOR VENDOR

6.2.1 SITE VISIT OR PRE-OFFER CONFERENCE – RESERVED

6.2.2 QUESTIONS CONCERNING THE RFP

All inquiries regarding the RFP specifications or requirements are to be addressed to the contact person listed on Page One of the RFP. Vendor contact regarding this RFP with anyone other than the individual listed on Page One of this RFP may be grounds for rejection of said Vendor's offer.

Written questions concerning this RFP will be received until May 1, 2023 at 10:00 am Eastern Standard Time. They must be sent via e-mail to clmurphy1@ncdot.gov. Please enter "Questions RFP 54-12008772-CM" as the subject for the email. Questions should be submitted in the following format:

REFERENCE	VENDOR QUESTION
RFP Section, Page Number	

6.2.3 ADDENDUM TO RFP

If a pre-offer conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State will be posted to the Interactive Purchasing System (IPS), https://www.ips.state.nc.us/ips/, and shall become an Addendum to this RFP. Vendors' questions posed orally at any pre-offer conference must be reduced to writing by the Vendor and provided to the Purchasing Officer as directed by said Officer. Oral answers are not binding on the State.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this RFP periodically check the State website for any and all Addenda that may be issued prior to the offer opening date.

6.2.4 COSTS RELATED TO OFFER SUBMISSION

Costs for developing and delivering responses to this RFP and any subsequent presentations of the offer as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their offers.

All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and the Vendor resulting from this RFP process.

6.2.5 VENDOR ERRATA AND EXCEPTIONS

Any errata or exceptions to the State's requirements and specifications may be presented on a separate page labeled "Exceptions to Requirements and Specifications". Include references to the corresponding requirements and specifications of the Solicitation. Any deviations shall be explained in detail. **The Vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. Offers of alternative or non-equivalent goods or services may be rejected if not found substantially conforming; and if offered, must be supported by independent documentary verification that the offer substantially conforms to the specified goods or services specification.** If a vendor materially deviates from RFP requirements or specifications, its offer may be determined to be non-responsive by the State.

Offers conditioned upon acceptance of Vendor Errata or Exceptions may be determined to be non-responsive by the State.

6.2.6 ALTERNATE OFFERS

The Vendor may submit alternate offers for various levels of service(s) or products meeting specifications. Alternate offers must specifically identify the RFP specifications and advantage(s) addressed by the alternate offer. Any alternate offers must be clearly marked with the legend as shown herein. Each offer must be for a specific set of Services or products and offer at specific pricing. If a Vendor chooses to respond with various service or product offerings, each must be an offer with a different price and a separate RFP offer. Vendors may also provide multiple offers for software or systems coupled with support and maintenance options, provided, however, all offers must satisfy the specifications.

Alternate offers must be submitted in a separate document and clearly marked "Alternate Offer for 'name of Vendor'" and numbered sequentially with the first offer if separate offers are submitted.

6.2.7 MODIFICATIONS TO OFFER

An offer may not be unilaterally modified by the Vendor.

6.2.8 BASIS FOR REJECTION

Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed specification is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

6.2.9 NON-RESPONSIVE OFFERS

Vendor offers will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:

- "This offer does not constitute a binding offer",
- "This offer will be valid only if this offer is selected as a finalist or in the competitive range",
- "The Vendor does not commit or bind itself to any terms and conditions by this submission",
- "This document and all associated documents are non-binding and shall be used for discussion purposes only",
- "This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties", or
- A statement of similar intent

6.2.10 VENDOR REGISTRATION WITH THE SECRETARY OF STATE

Vendors do not have to be registered with the NC Secretary of State to submit an offer; however, in order to receive an award/contract with the State, they must be registered. Registration can be completed at the following website: https://www.sosnc.gov/Guides/launching_a_business

6.2.11 VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM

The NC electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available on the Interactive Purchasing System at the following website: https://www.ips.state.nc.us/ips/.

This RFP is available electronically on the Interactive Purchasing System at https://www.ips.state.nc.us/ips/.

6.2.12 VENDOR POINTS OF CONTACT

CONTACTS AFTER CONTRACT AWARD:

Below are the Vendor Points of Contact to be used after award of the contract.

VENDOR CONTRACTUAL POINT OF CONTACT	VENDOR TECHNICAL POINT OF CONTACT
[NAME OF VENDOR] [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Contract Manager	[NAME OF VENDOR] [STREET ADDRESS] [CITY, STATE, ZIP] Attn: Assigned Technical Lead

6.3 INSTRUCTIONS FOR OFFER SUBMISSION

6.3.1 GENERAL INSTRUCTIONS FOR OFFER

Vendors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the offer and subsequent evaluation process:

a) Organize the offer in the exact order in which the specifications are presented in the RFP. The Execution page of this RFP must be placed at the front of the Proposal. Each page should be numbered. The offer should contain a table of contents, which cross-references the RFP specification and the specific page of the response in the Vendor's offer.

b) Provide complete and comprehensive responses with a corresponding emphasis on being concise and clear. Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.

c) Clearly state your understanding of the problem(s) presented by this RFP including your proposed solution's ability to meet the specifications, including capabilities, features, and limitations, as described herein, and provide a cost offer.

d) Supply all relevant and material information relating to the Vendor's organization, personnel, and experience that substantiates its qualifications and capabilities to perform the Services and/or provide the goods described in this RFP. If relevant and material information is not provided, the offer may be rejected from consideration and evaluation.

e) Furnish all information requested; and if response spaces are provided in this document, the Vendor shall furnish said information in the spaces provided. Further, if required elsewhere in this RFP, each Vendor must submit with its offer sketches, descriptive literature and/or complete specifications covering the products offered. References to literature submitted with a previous offer will not satisfy this provision. Proposals that do not comply with these instructions may be rejected.

f) Any offer that does not adhere to these instructions may be deemed non-responsive and rejected on that basis.

g) **Only information that is received in response to this RFP will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.

6.3.2 OFFER ORGANIZATION

Within each section of its offer, Vendor should address the items in the order in which they appear in this RFP. Forms, or attachments or exhibits, if any provided in the RFP, must be completed and included in the appropriate section of the offer. All discussion of offered costs, rates, or expenses must be presented in Section 4.0. Cost of Vendor's Offer.

The offer should be organized and indexed in the following format and should contain, at a minimum, all listed items below.

a) Signed Execution Page

b) Table of Contents

c) Description of Offeror (Attachment D)

d) Vendor Response to Specifications and Requirements

e) Security Vendor Readiness Assessment Report (VRAR)

f) Architecture Diagrams

g) Cost of Vendor's Offer (Attachment E)

h) Schedule of Offered Solution

i) Signed Vendor Certification Form (Attachment F)

j) Location of Workers Utilized by Vendor Form (Attachment G)

k) References (Attachment H)

l) Financial Statements (Attachment I)

m) Errata and Exceptions, if any

n) Vendor's License, Maintenance, and Service Level Agreements, if any

o) Supporting material such as technical system documentation, training examples, etc.

p) Vendor may attach other supporting materials that it feels may improve the quality of its response. These materials should be included as items in a separate appendix.

q) Description of Vendor Submitting Offer Form

r) All pages of this solicitation document (including Attachments A, B, and C)

6.3.3 OFFER SUBMITTAL

IMPORTANT NOTE: Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. **Vendor must include all the pages of this solicitation in their response.** It is the Vendor's sole responsibility to ensure its offer has been delivered to this Office by the specified time and date of opening. Any proposal-delivered after the proposal deadline will be rejected.

Sealed offers, subject to the conditions made a part hereof, will be received until 2:00pm Eastern Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. **Offers must be submitted via eBids (NC BIDS) with the Execution page signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed offer shall result in disqualification.**

Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.

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a) Submit **one (1) signed, original electronic offer** through eBids on the Interactive Purchasing System (IPS) by June 19, 2023 at 2:00 PM Eastern Standard Time.

b) All File names should start with the vendor name first, in order to easily determine all the files to be included as part of the Offer. For example, files should be named as follows: Vendor Name-Your File Name.

c) File contents SHALL NOT be password protected, the file formats must be in PDF, jpeg, or png, xlsx or doc, docx or docm format, and shall be capable of being copied to other sources. The Disaster Recovery Assessment (DRA) spreadsheet and Security Evaluation Form must be returned in native format. However, embedded document responses may be in pdf form in the Security Evaluation Form. See all DRA documentation in the DOT Connect SMS Reference Library at SMS RFP Reference Library for OSA - All Documents (ncdot.gov)

d) If the Offer contains any confidential information (as defined in Attachment B, Paragraph 18), then the vendor must provide one (1) signed, original electronic Offer and one (1) redacted electronic copy.

7.0 OTHER REQUIREMENTS AND SPECIAL TERMS

7.1 VENDOR UTILIZATION OF WORKERS OUTSIDE OF U.S.

In accordance with N.C.G.S. §143B-1361(b), the Vendor must detail the manner in which it intends to utilize resources or workers in the RFP response. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's offer.

Complete ATTACHMENT G - Location of Workers Utilized by Vendor and submit with your offer.

7.2 FINANCIAL STATEMENTS

The Vendor shall provide evidence of financial stability by returning with its offer 1) completed Financial Review Form (Attachment I), and 2) copies of Financial Statements as further described hereinbelow. As used herein, Financial Statements shall exclude tax returns and compiled statements.

a) For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, the Vendor must explain the reason why they are not available.

b) For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.

c) The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of this RFP award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.

7.3 FINANCIAL RESOURCES ASSESSMENT, QUALITY ASSURANCE, PERFORMANCE AND RELIABILITY - RESERVED.

7.4 VENDOR'S LICENSE OR SUPPORT AGREEMENTS

Vendor should present its license or support agreements for review and evaluation. Terms offered for licensing and support of Vendors' proprietary assets will be considered.

The terms and conditions of the Vendor's standard services, license, maintenance or other agreement(s) applicable to Services, Software and other Products acquired under this RFP may apply to the extent such terms and conditions do not materially change the terms and conditions of this RFP. In the event of any conflict between the terms and conditions of this RFP and the Vendor's standard agreement(s), the terms and conditions of this RFP relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the DIT Terms and Conditions herein shall apply in all cases and supersede any provisions contained in the Vendor's relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns, nor arbitrate any dispute, nor pay late fees, penalties, interest, legal fees or other similar costs.

7.5 RESELLERS

If the Offer is made by a Reseller that purchased the offered items for resale or license to the Agency, or offered based upon an agreement between the Offeror and a third party, and that the proprietary and intellectual property rights associated with the items are owned by parties other than the Reseller ("Third Parties"). The Agency further acknowledges that except for the payment to the Reseller for the Third Party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. The Reseller shall provide the Agency with copies of all documentation and warranties for the Third Party items which are provided to the Reseller. The Reseller shall assign all applicable third party warranties for Deliverables to the Agency. The State reserves all rights to utilize existing agreements with such Third Parties or to negotiate agreements with such Third Parties as the State deems necessary or proper to achieve the intent of this RFP.

7.6 DISCLOSURE OF LITIGATION

The Vendor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of the Agreement.

a) The Vendor shall notify the State in its offer, if it, or any of its subcontractors, or their officers, directors, or key personnel who may provide Services under any contract awarded pursuant to this solicitation, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. The Vendor shall promptly notify the State of any criminal litigation, investigations or proceeding involving the Vendor or any subcontractor, or any of the foregoing entities' then current officers or directors during the term of the Agreement or any Scope Statement awarded to the Vendor.

b) The Vendor shall notify the State in its offer, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding its offer, or which may occur during the term of any awarded to the Vendor pursuant to this solicitation, that involve (1) Services or related goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Vendor, or (2) a claim or written allegation of fraud by the Vendor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Vendor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Vendor or subcontractor shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Vendor or subcontractor.

c) All notices under subsection A and B herein shall be provided in writing to the State within thirty (30) calendar days after the Vendor learns about any such criminal or civil matters; unless such matters are governed by the DIT Terms and Conditions annexed to the solicitation. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Vendor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the State.

7.7 CRIMINAL CONVICTION

In the event the Vendor, an officer of the Vendor, or an owner of a 25% or greater share of the Vendor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Vendor's business integrity and such vendor shall be prohibited from entering into a contract for goods or Services with any department, institution or agency of the State.

7.8 SECURITY AND BACKGROUND CHECKS

The Agency reserves the right to conduct a security background check or otherwise approve any employee or agent provided by the Vendor, and to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other similar requirements.

All State and Vendor personnel that have access to data restricted by the State Security Manual and Policies must have a security background check performed. The Vendors are responsible for performing all background checks of their workforce and subcontractors. The State reserves the right to check for non-compliance.

7.9 ASSURANCES - RESERVED

7.10 CONFIDENTIALITY OF OFFERS

All offers and any other RFP responses shall be made public as required by the NC Public Records Act and GS 143B-1350. Vendors may mark portions of offers as confidential or proprietary, after determining that such information is excepted from the NC Public Records Act, provided that such marking is clear and unambiguous and preferably at the top and bottom of each page containing confidential information. Standard restrictive legends appearing on every page of an offer are not sufficient and shall not be binding upon the State.

Certain State information is not public under the NC Public Records Act and other laws. Any such information which the State designates as confidential and makes available to the Vendor in order to respond to the RFP or carry out the Agreement, or which becomes available to the Vendor in carrying out the Agreement, shall be protected by the Vendor from unauthorized use and disclosure. The Vendor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Vendor without restriction, (3) information independently developed or acquired by the Vendor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Vendor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

7.11 PROJECT MANAGEMENT

All project management and coordination on behalf of the Agency shall be through a single point of contact designated as the Agency Project Manager. The Vendor shall designate a Vendor Project Manager who will provide a single point of contact for management and coordination of the Vendor's work. All work performed pursuant to the Agreement shall be coordinated between the Agency Project Manager and the Vendor Project Manager.

7.12 MEETINGS

The Vendor is required to meet with Agency personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Agreement. Meetings will occur as problems arise and will be coordinated by Agency. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations. Face to face meetings are desired. However, at the Vendor's option and expense, a conference call meeting may be substituted.

7.13 RECYCLING AND SOURCE REDUCTION

It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the purchasers at the NCDIT Statewide IT Procurement Office those products or packaging they offer which have recycled content and that are recyclable.

7.14 SPECIAL TERMS AND CONDITIONS RESERVED

ATTACHMENT A: DEFINITIONS

1) **24x7:** A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.

2) **API integration –** When integrating, all applications and systems will utilize APIs to standardize integration and improve communication across applications and devices.**Cybersecurity Incident (GS 143B-1320):** An occurrence that:

    - Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or
    - Constitutes a violation or imminent threat of violation of law, security policies, privacy policies, security procedures, or acceptable use policies.

3) **Deliverables**: Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports and documentation provided or created during the performance or provision of Services hereunder. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software.

4) **Demand Response (DR)**: A transit mode comprised of passenger cars, vans or small buses operating in response to calls from passengers or their agents to the DRO, who then dispatches a vehicle to pick up the passengers and transport them to their destinations. A demand response (DR) operation is characterized by the following:

    a) The vehicles do not operate over a fixed route or on a fixed schedule except, perhaps, on a temporary basis to satisfy a special need, and

    b) Typically, the vehicle may be dispatched to pick up several passengers at different pick-up points before taking them to their respective destinations and may even be interrupted en route to these destinations to pick up other passengers. The following types of operations fall under the above definitions provided they are not on a scheduled fixed route basis:

    - Many origins - many destinations
    - Many origins - one destination
    - One origin - many destinations, and
    - One origin - one destination.

5) **Demand Response Taxi (DT)**: A special type of service operated through taxicab providers with a system in place to facilitate ride sharing. Taxi services are provided on demand, rather than with predetermined fixed time points, i.e., a schedule.

6) **Goods**: Includes intangibles such as computer software; provided, however that this definition does not modify the definition of "goods" in the context of N.C.G.S. §25-2-105 (UCC definition of goods).

7) **Minimize Transition-only Software:** Try to avoid the need to develop or purchase software that will ultimately be discarded once the transition is complete.

8) **Modular design:** Lower upgrade and improvement costs by increasing the use of state-of the-art technology and easily upgradeable modular design.

9) **NCDIT or DIT:** The NC Department of Information Technology.

10) **NCDOT:** The NC Department of Transportation.

11) **Open architecture:** A technology infrastructure in which additional software modules can be added to the basic framework provided by the architecture.

12) **Open Market Contract:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.

13) **Personally Identifiable Information (PII)**: is classified as highly restricted and defined as information that can be used to distinguish or trace an individual's identity, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as name, date and place of birth, employer, home and work addresses, email address, phone number, mother's maiden name, etc.

14) **Real-time Communications:** Wherever possible, field transactions will be processed within milliseconds so that data is available almost immediately; this is referred to within the project as "real-time."
    - The communications infrastructure will be built to support real-time transactions.
    - Alternative methods of processing (store and forward, local approvals) will be used to support times and locations that real-time may not be available for a short period of time.

15) **Reasonable, Necessary or Proper**: as used herein shall be interpreted solely by the State of North Carolina.

16) **Request for Proposal (RFP):** The RFP is a formal, written solicitation document typically used for seeking competition and obtaining offers for more complex services or a combination of goods and services. The RFP is used when the value is over $10,000. This document contains specifications of the RFP, instructions to bidders and the standard IT Terms and Conditions for Goods and Related Services. User should add Supplemental Terms and Conditions for Software and Services, when applicable.

17) **Security Breach:** As defined in N.C.G.S. §75-61.

18) **Significant Security Incident (GS 143B-1320):** A cybersecurity incident that is likely to result in demonstrable harm to the State's security interests, economy, critical infrastructure, or to the public confidence, civil liberties, or public health and safety of the residents of North Carolina. A significant cybersecurity incident is determined by the following factors:
    - Incidents that meet thresholds identified by the Department jointly with the Department of Public Safety that involve information:
        i. That is not releasable to the public and that is restricted or highly restricted according to Statewide Data Classification and Handling Policy; or
        ii. That involves the exfiltration, modification, deletion, or unauthorized access, or lack of availability to information or systems within certain parameters to include (i) a specific threshold of number of records or users affected as defined in G.S. 75-65 or (ii) any additional data types with required security controls.
    - Incidents that involve information that is not recoverable or cannot be recovered within defined time lines required to meet operational commitments defined jointly by the State agency and the Department or can be recovered only through additional measures and has a high or medium functional impact to the mission of an agency.

19) **Vendor:** Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.

ATTACHMENT B: DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS

Section 1. General Terms and Conditions Applicable to All Purchases

1) **<u>DEFINITIONS</u>:** As used herein;

Agreement means the contract awarded pursuant to this RFP.

<u>Deliverable/Product Warranties</u> shall mean and include the warranties provided for products or deliverables licensed to the State in Section 2, Paragraph 2 of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.

<u>Services</u> shall mean the duties and obligations undertaken by the Vendor under, and to fulfill, the specifications, requirements, terms and conditions of the Agreement and, for a Software as a Service ("SaaS") Solution, shall further include, without limitation, providing web browser access by authorized users to certain Vendor online software applications identified herein, and to related services, such as Vendor hosted Computer storage, databases, Support, documentation, and other functionalities.

<u>State</u> shall mean the State of North Carolina, the Department of Information Technology (DIT), or the Purchasing State Agency, the North Carolina Department of Transportation, in its capacity as the Contracting Agency, as appropriate.

2) **<u>STANDARDS</u>:** Any Deliverables shall meet all applicable State and federal requirements, such as State or Federal Regulation, and NC State Chief Information Officer's (CIO) policy or regulation. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender or provide to the State only those Deliverables that have been inspected and found to conform to the RFP specifications. All Deliverables are subject to operation, certification, testing and inspection, and any accessibility specifications.
3) **<u>WARRANTIES:</u>** Unless otherwise expressly provided, any goods Deliverables provided by the Vendor shall be warranted for a period of 90 days after acceptance.
4) **<u>SUBCONTRACTING</u>:** The Vendor may subcontract the performance of required Services with Resources under the Agreement only with the prior written consent of the State contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor and the Agreement. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the Agreement; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.
5) **<u>TRAVEL EXPENSES</u>:** **<u>All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed.</u>** In the event that the Vendor, upon specific request in writing by the State, is deemed eligible to be reimbursed for travel expenses arising under the performance of the Agreement, reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under the Agreement.
6) **<u>GOVERNMENTAL RESTRICTIONS</u>:** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the NCDOT Agency Contract Administrator. The State reserves the right to accept any

such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate the Agreement and compensate Vendor for sums then due under the Agreement.

7) **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any Contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any Contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Agreement or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign the Agreement and bind the Party to the terms and conditions of this RFP. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of the Agreement; obligation or Contract for future award of compensation as an inducement or consideration for making the Agreement. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 9 NCAC 06B..1206, or other provision of law.

8) **AVAILABILITY OF FUNDS:** Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in the Agreement. If the Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of the Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in this RFP. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under the Agreement, terminate any Services supplied to the Agency under the Agreement, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

9) **ACCEPTANCE PROCESS:**

a) The State shall have the obligation to notify Vendor, in writing ten calendar days following provision, performance (under a provided milestone or otherwise as agreed) or delivery of any Services or other Deliverables described in the Agreement that are not acceptable. The notice shall specify in reasonable detail the reason(s) a given Deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of any applicable inspection and testing procedures. Should a Deliverable fail to meet any specifications or acceptance criteria, the State may exercise any and all rights hereunder. Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects or errors contained in the Deliverables or non-compliance with the specifications were not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure or correct the defect or replace or re-perform the Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price.

b) Acceptance testing is required for all Vendor supplied software and software or platform services unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications, and Vendor's Product Warranties and technical representations. The State shall have the obligation to notify Vendor, in writing and within thirty (30) days following installation of any software deliverable if it is not acceptable.

c) Acceptance of Services or other Deliverables including software or platform services may be controlled by an amendment hereto, or additional terms as agreed by the Parties consistent with IT Project management under GS §143B-1340.

d) The notice of non-acceptance shall specify in reasonable detail the reason(s) a Service or given Deliverable is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for installation and/or testing of Deliverables. Final acceptance is expressly conditioned upon completion of any applicable inspection and testing procedures. Should a Service or Deliverable fail to meet any specifications or acceptance criteria, the State may exercise any and all rights hereunder. Services or Deliverables discovered to be defective or failing to conform to the specifications may be rejected upon initial inspection or at any later time if the defects or errors contained in the Services or Deliverables or non-compliance with the specifications were not reasonably ascertainable upon initial inspection. If the Vendor fails to promptly cure or correct the defect or replace or re-perform the Services or Deliverables, the State reserves the right to cancel the Purchase Order, contract with a different Vendor, and to invoice the original Vendor for any differential in price over the original Contract price.

10) **PAYMENT TERMS:** Monthly Payment terms are Net 30 days after receipt of correct invoice (with completed timesheets for Vendor personnel) and acceptance of one or more of the Deliverables, under milestones or otherwise as may be provided in Paragraph 9 (Acceptance), or elsewhere in this solicitation, unless a period of more than thirty (30) days is required by the Agency. The Demand Response Operator (DRO) executing a Participating Addendum is the Agency responsible for all payments under the Agreement. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 *et. seq*. of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than thirty (30) days and approval by the State or Agency, the Agency may:

a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or

b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however

c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.

11) **EQUAL EMPLOYMENT OPPORTUNITY:** Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.

12) **ADVERTISING/PRESS RELEASE:** The Vendor absolutely shall not publicly disseminate any information concerning the Agreement without prior written approval from the State or its Agent. For the purpose of this provision of the Agreement, the Agent is the NCDOT Contract Administrator unless otherwise named in the solicitation documents.

13) **LATE DELIVERY:** Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered or performed at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure the particular substitute Services or other Deliverables.

14) **ACCESS TO PERSONS AND RECORDS:** Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any DRO, department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of the Agreement or to costs charged to the Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of the Agreement. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation.

15) **<u>ASSIGNMENT</u>:** Vendor may not assign the Agreement or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm the Agreement attorning and agreeing to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under the Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

16) **<u>INSURANCE COVERAGE</u>:** During the term of the Agreement, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Agreement. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

   a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $100,000.00, covering all of Vendor's employees who are engaged in any work under the Agreement. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Agreement; and
   b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
   c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Agreement. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $5,000.00 medical payment; and
   d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of the Agreement. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Agreement. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Agreement.

17) **<u>DISPUTE RESOLUTION</u>:** The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the NCDOT Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under the Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under the Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

18) **<u>CONFIDENTIALITY</u>:** In accordance with N.C.G.S. §143B-1350(e) and 143B-1375, and 09 NCAC 06B.0103 and 06B.1001, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 *et seq*. Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL**". By so marking any page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Rules and Statutes set forth above. ***However, under no circumstances shall price information be designated as confidential.*** The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an

action is brought pursuant to N.C.G.S. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. §132-9 or other applicable law.

a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure. Vendor agrees to abide by all facilities and security requirements and policies of the agency where work is to be performed. Any Vendor personnel shall abide by such facilities and security requirements and shall agree to be bound by the terms and conditions of the Agreement.
b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in N.C.G.S. §132-1 *et seq*. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal, State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Department of Information Technology or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.
c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of the Agreement in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.
d) The Vendor shall protect the confidentiality of all information, data, instruments, studies, reports, records and other materials provided to it by the State or the Agency or maintained or created in accordance with this Agreement. No such information, data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written consent of the State or the Agency. The Vendor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records and other materials.
e) All project materials, including software, data, and documentation created during the performance or provision of Services hereunder that are not licensed to the State or are not proprietary to the Vendor are the property of the State of North Carolina and must be kept confidential or returned to the State, or destroyed. Proprietary Vendor materials shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of Services hereunder shall be subject to a perpetual, royalty free, nonexclusive license to the State.

19) <u>DEFAULT</u>: In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, or Vendor fails to meet the requirements of Paragraph 9) herein, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

a) If Vendor fails to deliver or provide correct Services or other Deliverables within the time required by the Agreement, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide services or other Deliverables.

b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.

c) Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.

d) If the prescribed acceptance testing stated in the Solicitation Documents or performed pursuant to Paragraph 9) of the DIT Terms and Conditions is not completed successfully, the State may request substitute Software, cancel the portion of the Contract that relates to the unaccepted Software, or continue the acceptance testing with or without the assistance of Vendor. These options shall remain in effect until such time as the testing is successful or the expiration of any time specified for completion of the testing. If the testing is not completed after exercise of any of the State's options, the State may cancel any portion of the contract related to the failed Software and take action to procure substitute software. If the failed software (or the substituted software) is an integral and critical part of the proper completion of the work for which the Deliverables identified in the solicitation documents or statement of work were acquired, the State may terminate the entire contract.

20) **WAIVER OF DEFAULT:** Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of the Agreement, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to the Agreement pursuant to Paragraph 40) herein below.

21) **TERMINATION:** Any notice or termination made under the Agreement shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.

a) The parties may mutually terminate the Agreement by written agreement at any time.

b) The State may terminate the Agreement, in whole or in part, pursuant to Paragraph 19), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:

   i) Termination for Cause: In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 22) and 23) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of the Agreement; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.

   ii) Termination For Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.

iii) <u>Consistent failure to participate in problem resolution meetings, two (2) consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the Agreement.</u>

22) **<u>LIMITATION OF VENDOR'S LIABILITY</u>:**

a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables. Vendor shall not be responsible for any damages that arise from (i) misuse or modification of Vendor's Software by or on behalf of the State, (ii) the State's failure to use corrections or enhancements made available by Vendor, (iii) the quality or integrity of data from other automated or manual systems with which the Vendor's Software interfaces, (iv) errors in or changes to third party software or hardware implemented by the State or a third party (including the vendors of such software or hardware) that is not a subcontractor of Vendor or that is not supported by the Deliverables, or (vi) the operation or use of the Vendor's Software not in accordance with the operating procedures developed for the Vendor's Software or otherwise in a manner not contemplated by this Agreement.

b) The Vendor's liability for damages to the State arising under the contract shall be limited to two times the value of the Contract.

c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranties pursuant to Section II, 2) of these Terms and Conditions, or to claims for injury to persons or damage to tangible personal property, gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 *et seq.*, the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on the Agreement. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

23) **<u>VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY</u>:**

a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.

b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of the Agreement, whether tangible or intangible, arising out of the ordinary negligence, wilful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors.

c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.

24) **<u>TIME IS OF THE ESSENCE</u>:** Time is of the essence in the performance of the Agreement.

25) **<u>DATE AND TIME WARRANTY</u>:** The Vendor warrants that any Deliverable, whether Services, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs, modifies or affects any date and/or time data recognition function,

calculation, or sequencing, will still enable the modified function to perform accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.

26) **INDEPENDENT CONTRACTORS:** Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. The Agreement shall not operate as a joint venture, partnership, trust, agency or any other similar business relationship.

27) **TRANSPORTATION:** Transportation of any tangible Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.

28) **NOTICES:** Any notices required under the Agreement should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.

29) **TITLES AND HEADINGS:** Titles and Headings in the Agreement are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

30) **AMENDMENT:** The Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 36) herein.

31) **TAXES:** The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of the Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.

32) **GOVERNING LAWS, JURISDICTION, AND VENUE:**

a) The Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina and applicable Administrative Rules. The place of the Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to the Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.

b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern the Agreement. To the extent the Contract entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.

33) **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

34) **COMPLIANCE WITH LAWS:** The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

35) **SEVERABILITY:** In the event that a court of competent jurisdiction holds that a provision or requirement of the Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of the Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the

expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

36) **<u>CHANGES</u>:** The Agreement and subsequent purchase order(s) is awarded subject to the provision of the specified Services and the shipment or provision of other Deliverables as specified herein. Any changes made to the Agreement or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Services or other Deliverables delivered without a purchase order from the Agency or State Award Authority.

37) **<u>FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT</u>:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

38) **<u>ELECTRONIC PROCUREMENT</u> (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document):** Purchasing shall be conducted through the Statewide E-Procurement Services. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Services. The Vendor shall register for the Statewide E-Procurement Services within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of the Agreement.
   a) Reserved.
   b) Reserved.
   c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Services. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of Contract, and the payment for goods delivered.
   d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

39) **PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION:**
   a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor technology"). To the extent that any Vendor technology is contained in any of the Services or Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor technology in connection with the Services or Deliverables for the State's purposes.
   b) Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential deliverables first originated and prepared by the Vendor for delivery to the State.
   c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or other Deliverables supplied by the Vendor, or the operation of such pursuant to a current version of vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action; damages shall

be limited as provided in N.C.G.S. 143B-1350(h1). Such defense and payment shall be conditioned on the following:

i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.

d) Should any Services or other Deliverables supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the Services or Deliverables, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such Services or Deliverables by the State shall be prevented by injunction, the Vendor agrees to take back any goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the state in procuring substitute Services or Deliverables. If, in the sole opinion of the State, the return of such infringing Services or Deliverables makes the retention of other Services or Deliverables acquired from the Vendor under the agreement impractical, the State shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back Services or Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.

e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded Service or Deliverable, or (ii) results from the continued use of the good(s) or services and other Services or Deliverables after receiving notice they infringe a trade secret of a third party.

f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

40) <u>UNANTICIPATED TASKS</u> In the event that additional work must be performed that was wholly unanticipated, and that is not specified in the Agreement, but which in the opinion of both parties is necessary to the successful accomplishment of the contracted scope of work, the procedures outlined in this article will be followed. For each item of unanticipated work, the Vendor shall prepare a work authorization in accordance with the State’s practices and procedures.

a) It is understood and agreed by both parties that all of the terms and conditions of the Agreement shall remain in force with the inclusion of any work authorization. A work authorization shall not constitute a contract separate from the Agreement, nor in any manner amend or supersede any of the other terms or provisions of the Agreement or any amendment hereto.

b) Each work authorization shall comprise a detailed statement of the purpose, objective, or goals to be undertaken by the Vendor, the job classification or approximate skill level or sets of the personnel required, an identification of all significant material then known to be developed by the Vendor’s personnel as a Deliverable, an identification of all significant materials to be delivered by the State to the Vendor’s personnel, an estimated time schedule for the provision of the Services by the Vendor, completion criteria for the work to be performed, the name or identification of Vendor’s personnel to be assigned, the Vendor’s estimated work hours required to accomplish the purpose, objective or goals, the Vendor’s billing rates and units billed, and the Vendor’s total estimated cost of the work authorization.

c) All work authorizations must be submitted for review and approval by the procurement office that approved the original Contract and procurement. This submission and approval must be completed prior to execution of any work authorization documentation or performance thereunder. All work authorizations must be written and signed by the Vendor and the State prior to beginning work.

d) The State has the right to require the Vendor to stop or suspend performance under the "Stop Work" provision of the North Carolina Department of Information Technology Terms and Conditions.

e) The Vendor shall not expend Personnel resources at any cost to the State in excess of the estimated work hours unless this procedure is followed: If, during performance of the work, the Vendor determines that a work authorization to be performed under the Agreement cannot be accomplished within the estimated work hours, the Vendor will be required to complete the work authorization in full. Upon receipt of such notification, the State may:

   i. Authorize the Vendor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work authorization, or
   ii. Terminate the work authorization, or
   iii. Alter the scope of the work authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
   iv. The State will notify the Vendor in writing of its election within seven (7) calendar days after receipt of the Vendor's notification. If notice of the election is given to proceed, the Vendor may expend the estimated additional work hours or Services.

41) <u>STOP WORK ORDER</u> The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under the Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Vendor. The ninety (90) day period may be extended for any further period for which the parties may agree.

a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which the parties agree, the State shall either:
   i) Cancel the Stop Work Order, or
   ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of the Agreement.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if:
   i) The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of the Agreement, and
   ii) The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon an offer submitted at any time before final payment under the Agreement.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.

d) The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.

41) <u>TRANSITION ASSISTANCE</u> If the Agreement is not renewed at the end of the term, or is canceled prior to its expiration, for any reason, the Vendor must provide for up to six (6) months after the expiration or cancellation of the Agreement, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Agreement, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Agreement for Contract performance. If the State cancels the Agreement for cause, then the State will be entitled to off set the cost of paying the Vendor for the additional resources the Vendor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

Section 2: Terms and Conditions Applicable to Information Technology Goods and Services

1) **SOFTWARE LICENSE FOR HARDWARE, EMBEDDED SOFTWARE AND FIRMWARE:** Deliverables comprising goods, equipment or products (hardware) may contain software for internal operation, or as embedded software or firmware that is generally not sold or licensed as a severable software product. Software may be provided on separate media, such as a CD-ROM or other media, or may be included within the hardware at or prior to delivery. Such software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Vendor grants the State a license to use the Code (or any replacement provided) on, or in conjunction with, only the Deliverables purchased, or with any system identified in the solicitation documents. The State shall have a worldwide, nonexclusive, non-sublicensable license to use such software and/or documentation for its internal use. The State may make and install copies of the software to support the authorized level of use. Provided, however that if the hardware is inoperable, the software may be copied for temporary use on other hardware. The State shall promptly affix to any such copy the same proprietary and copyright notices affixed to the original. The State may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this Paragraph shall terminate immediately upon the State's discontinuance of the use of all equipment on which the software is installed. The software may be transferred to another party only with the transfer of the hardware. If the hardware is transferred, the State shall i) destroy all software copies made by the State, ii) deliver the original or any replacement copies of the software to the transferee, and iii) notify the transferee that title and ownership of the software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Vendor, or Vendor's licensors. The State shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded software, unless permitted under the solicitation documents.
2) **LICENSE GRANT FOR APPLICATION SOFTWARE, (COTS):** Reserved.
3) **WARRANTY TERMS:** Notwithstanding anything in the Agreement or Exhibit hereto to the contrary, Vendor shall assign warranties for any Deliverable supplied by a third party to the State.
   a) a) Vendor warrants that any Software or Deliverable will operate substantially in conformity with prevailing specifications as defined by the current standard documentation (except for minor defects or errors which are not material to the State) for a period of ninety (90) days from the date of acceptance ("Warranty Period"), unless otherwise specified in the Solicitation Documents. If the Software does not perform in accordance with such specifications during the Warranty Period, Vendor will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with or substantially in accordance with such specifications.
   b) Vendor warrants to the best of its knowledge that:
      i) The licensed Software and associated materials do not infringe any intellectual property rights of any third party;
      ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
      iii) The licensed Software and associated materials do not contain any surreptitious programming codes, viruses, Trojan Horses, "back doors" or other means to facilitate or allow unauthorized access to the State's information systems.
      iv) The licensed Software and associated materials do not contain any timer, counter, lock or similar device (other than security features specifically approved by Customer in the Specifications) that inhibits or in any way limits the Software's ability to operate.
   c) UNLESS MODIFIED BY AMENDMENT OR THE SOLICITATION DOCUMENTS, THE WARRANTIES IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR

IMPLIED, OR WHETHER ARISING BY COURSE OF DEALING OR PERFORMANCE, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO OTHER REPRESENTATIONS OR WARRANTIES HAVE FORMED THE BASIS OF THE BARGAIN HEREUNDER.

4) **RESTRICTIONS:** State's use of the Software is restricted as follows:
   a) The license granted herein is granted to the State and to any political subdivision or other entity permitted or authorized to procure Information Technology through the Department of Information Technology. If the License Grant and License Fees are based upon the number of Users, the number of Users may be increased at any time, subject to the restrictions on the maximum number of Users specified in the solicitation documents.
   b) No right is granted hereunder to use the Software to perform Services for commercial third parties (so-called "service bureau" uses). Services provided to other State Departments, Agencies or political subdivisions of the State is permitted.
   c) The State may not copy, distribute, reproduce, use, lease, rent or allow access to the Software except as explicitly permitted under this Agreement, and State will not modify, adapt, translate, prepare derivative works (unless allowed by the solicitation documents or statements of work,) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software or any internal data files generated by the Software.
   d) State shall not remove, obscure or alter Vendor's copyright notice, trademarks, or other proprietary rights notices affixed to or contained within the Software.

5) **SUPPORT OR MAINTENANCE SERVICES:** This paragraph recites the scope of maintenance Services due under the license granted, if not superseded by a separate licensing and maintenance agreement or as may be stated in the solicitation documents. Subject to payment of a Support Service or Maintenance Fee stated in the solicitation documents for the first year and all subsequent years, if requested by the State, Vendor agrees to provide the following support Services ("Support Services") for the current version and one previous version of the Software commencing upon delivery of the Software:
   a) **Error Correction:** If the error conditions reported by the State pursuant to the General Terms and Conditions are not corrected in a timely manner, the State may request a replacement copy of the licensed Software from Vendor. In such event, Vendor shall then deliver a replacement copy, together with corrections and updates, of the licensed Software within 24 hours of the State's request at no added expense to the State.
   b) **Other Agreement**: This Paragraph 5 may be superseded by written mutual agreement provided that: Support and maintenance Services shall be fully described in such a separate agreement annexed hereto and incorporated herein
   c) **Temporary Extension of License**: If any licensed Software or CPU/computing system on which the Software is installed fails to operate or malfunctions, the term of the license granted shall be temporarily extended to another CPU selected by the State and continue until the earlier of:
      i) Return of the inoperative CPU to full operation, or
      ii) Termination of the license.
   d) **Encryption Code:** Vendor shall provide any temporary encryption code or authorization necessary or proper for operation of the licensed Software under the foregoing temporary license. The State will provide notice by expedient means, whether by telephone, e-mail or facsimile of any failure under this paragraph. On receipt of such notice, Vendor shall issue any temporary encryption code or authorization to the State within twenty-four (24) hours; unless otherwise agreed.
   e) **Updates:** Vendor shall provide to the State, at no additional charge, all new releases and bug fixes (collectively referred to as "Updates") for any Software Deliverable developed or published by Vendor and made generally available to its other customers at no additional charge. All such Updates shall be a part of the Program and Documentation and, as such, be governed by the provisions of the Agreement.
   f) **Telephone Assistance:** Vendor shall provide the State with telephone access to technical support engineers for assistance in the proper installation and use of the Software, and to report and resolve Software problems, during normal business hours, 7:00 AM - 6:00 PM Eastern Time, Monday-Friday.

Vendor shall respond to the telephone requests for Program maintenance service, within four (4) hours or eight (8) hours or next business day for calls made at any time, or as may be agreed upon and specified in a mutually agreed Service Level Agreement.

6) **STATE PROPERTY AND INTANGIBLES RIGHTS:** Reserved

Section 3: Terms and Conditions Applicable to Software as a Service (SaaS)

1) **DEFINITIONS:**
   a) "Data" includes and means information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the Services pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
   b) Reserved.
   c) Reserved.
   d) Reserved.
   e) "Support" includes provision of ongoing updates and maintenance for the Vendor online software applications, and as may be specified herein, consulting, training and other support Services as provided by the Vendor for SaaS tenants receiving similar SaaS Services.
2) **ACCESS AND USE OF SAAS SERVICES:**
   a) The Vendor grants the State a personal non-transferable and non-exclusive right to use and access, all Services and other functionalities or services provided, furnished or accessible under this Agreement. The State may utilize the Services as agreed herein and in accordance with any mutually agreed Acceptable Use Policy. The State is authorized to access State Data and any Vendor-provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to the State Data. This shall include the right of the State to, and access to, Support without the Vendor requiring a separate maintenance or support agreement. Subject to an agreed limitation on the number of users, the State may use the Services with any computer, computer system, server, or desktop workstation owned or utilized by the State or other authorized users. User access to the Services shall be routinely provided by the Vendor and may be subject to a more specific Service Level Agreement (SLA) agreed to in writing by the parties. The State shall notify the Vendor of any unauthorized use of any password or account, or any other known or suspected breach of security access. The State also agrees to refrain from taking any steps, such as reverse engineering, reverse assembly or reverse compilation to derive a source code equivalent to the Services or any portion thereof. Use of the Services to perform services for commercial third parties (so-called "service bureau" uses) is not permitted, but the State may utilize the Services to perform its governmental functions. If the Services fees are based upon the number of Users and/or hosted instances, the number of Users/hosted instances available may be adjusted at any time (subject to the restrictions on the maximum number of Users specified in the Furnish and Deliver Table herein above) by mutual agreement and State Procurement approval. All Services and information designated as "confidential" or "proprietary" shall be kept in confidence except as may be required by the North Carolina Public Records Act: N.C.G.S. § 132-1, *et. seq*.
   b) The State's access license for the Services and its associated services neither transfers, vests, nor infers any title or other ownership right in any intellectual property rights of the Vendor or any third party, nor does this license transfer, vest, or infer any title or other ownership right in any source code associated with the Services unless otherwise agreed to by the parties. The provisions of this paragraph will not be construed as a sale of any ownership rights in the Services. Any Services or technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor has a limited, non-exclusive license to access and use the State Data as provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as provided herein.
   c) The Vendor or its suppliers shall at minimum, and except as otherwise agreed, provide telephone assistance to the State for all Services procured hereunder during the State's normal business hours (unless different hours are specified herein). The Vendor warrants that its Support and customer service

and assistance will be performed in accordance with generally accepted industry standards. The State has the right to receive the benefit of upgrades, updates, maintenance releases or other enhancements or modifications made generally available to the Vendor's SaaS tenants for similar Services. The Vendor's right to a new use agreement for new version releases of the Services shall not be abridged by the foregoing. The Vendor may, at no additional charge, modify the Services to improve operation and reliability or to meet legal requirements.

d) The Vendor will provide to the State the same Services for updating, maintaining and continuing optimal performance for the Services as provided to other similarly situated users or tenants of the Services, but minimally as provided for and specified herein. Unless otherwise agreed in writing, Support will also be provided for any other (e.g., third party) software provided by the Vendor in connection with the Vendor's solution herein. The technical and professional activities required for establishing, managing, and maintaining the Services environment are the responsibilities of the Vendor. Any training specified herein will be provided by the Vendor to certain State users for the fees or costs as set forth herein or in an SLA.

e) Services provided pursuant to this Solicitation may, in some circumstances, be accompanied by a user clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "ok" or "agree" button on a dialog box or pop-up window as part of the process of access to the Services. All terms and conditions of any clickwrap agreement provided with any Services solicited herein shall have no force and effect and shall be non-binding on the State, its employees, agents, and other authorized users of the Services.

f) The Vendor may utilize partners and/or subcontractors to assist in the provision of the Services, so long as the State Data is not removed from the United States unless the terms of storage of the State Data are clearly disclosed, the security provisions referenced herein can still be complied with, and such removal is done with the prior express written permission of the State. The Vendor shall identify all of its strategic business partners related to Services provided under this contract including, but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.

g) The Vendor warrants that all Services will be performed with professional care and skill, in a workmanlike manner and in accordance with the Services documentation and this Agreement.

h) An SLA or other agreed writing shall contain provisions for scalability of Services and any variation in fees or costs as a result of any such scaling.

i) Professional services provided by the Vendor at the request by the State in writing in addition to agreed Services shall be at the then-existing Vendor hourly rates when provided, unless otherwise agreed in writing by the parties.

3) **WARRANTY OF NON-INFRINGEMENT:**

a) The Vendor warrants to the best of its knowledge that:
   i) The Services do not infringe any intellectual property rights of any third party; and
   ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

b) Reserved.

c) Reserved.

d) Reserved.

4) **ACCESS AVAILABILITY; REMEDIES:**

a) The Vendor warrants that the Services will be in good working order, and operating in conformance with Vendor's standard specifications and functions as well as any other specifications agreed to by the parties in writing, and shall remain accessible 24/7, with the exception of scheduled outages for maintenance and of other service level provisions agreed in writing, e.g., in an SLA. The Vendor does not warrant that the operation of the Services will be completely uninterrupted or error free, or that the Services functions will meet all the State's requirements unless developed as Customized Services.

b) The State shall notify the Vendor if the Services are not in good working order or inaccessible during the term of the Agreement. The Vendor shall, at its option, either repair, replace or reperform any Services reported or discovered as not being in good working order and accessible during the applicable contract term without cost to the State. If the Services' monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to receive automatic credits as indicated immediately below, or the State may use other contractual remedies such as recovery of damages, as set forth herein in writing, e.g., in Specifications, Special Terms or in an SLA, and as such other contractual damages are limited by N.C.G.S. § 143B-1350(h1) and the Limitation of Liability paragraph below. If not otherwise provided, the automatic remedies for non-availability of the Subscription Services during a month are:

1. A 10% service credit applied against future fees if Vendor does not reach 99.9% availability.
2. A 25% service credit applied against future fees if Vendor does not reach 99% availability.
3. A 50% service credit applied against future fees or eligibility for early termination of the Agreement if Vendor does not reach 95% availability.

If, however, Services meet the 99.9% service availability level for a month but are not available for a consecutive 120 minutes during that month, the Vendor shall grant to the State a credit of a pro-rated one-day of the monthly subscription Services fee against future Services charges. Such credit(s) shall be applied to the bill immediately following the month in which the Vendor failed to meet the performance requirements or other service levels, and the credit will continue to be deducted from the monthly invoice for each prior month that Vendor fails to meet the support response times for the remainder of the duration of the Agreement. If Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may also terminate the contract for material breach in accordance with the Default provisions hereinbelow.

c) Support Services. If the Vendor fails to meet Support Service response times as set forth herein or in an SLA for a period of three (3) consecutive months, a 10% service credit will be deducted from the invoice in the month immediately following the third month, and the 10% service credit will continue to be deducted from the monthly invoice for each month that the Vendor fails to meet the support response times for the remainder of the duration of the Agreement.

5) **<u>EXCLUSIONS:</u>**

a) Except as stated above in Paragraphs 3 and 4, Vendor and its parent, subsidiaries and affiliates, subcontractors and suppliers make no warranties, express or implied, as to the Services.

b) The warranties provided in Paragraphs 3 and 4 above do not cover repair for damages, malfunctions or service failures substantially caused by:

i) Actions of non-Vendor personnel;
ii) Failure to follow Vendor's written instructions relating to the Services provided to the State; or
iii) Force Majeure conditions set forth hereinbelow.
iv) The State's sole misuse of, or its own inability to use, the Services.

6) **<u>PERFORMANCE REVIEW AND ACCOUNTABILITY:</u>** N.C.G.S. § 143B-1340(f) and 09 NCAC 06B.1207 require provisions for performance review and accountability in State IT contracts. For this procurement, these shall include the holding a retainage of ten percent (10%) of the contract value and withholding the final payment contingent on final acceptance by the State as provided in 09 NCAC 06B.1207(3) and (4), unless waived or otherwise agreed, in writing. The Services herein will be provided consistent with and under these Services performance review and accountability guarantees.

7) **<u>LIMITATION OF LIABILITY:</u> Limitation of Vendor's Contract Damages Liability:** Reserved.

8) **<u>VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:</u>** Reserved.

9) **<u>MODIFICATION OF SERVICES:</u>** If Vendor modifies or replaces the Services provided to the State and other tenants, and if the State has paid all applicable Subscription Fees, the State shall be entitled to receive, at no additional charge, access to a newer version of the Services that supports substantially the same functionality as the then accessible version of the Services. Newer versions of the Services containing substantially increased functionality may be made available to the State for an additional subscription fee. In the event of either of such modifications, the then accessible version of the Services shall remain fully available to the State until the newer version is provided to the State and accepted. If a modification materially affects the functionality of the Services as used by the State, the State, at its sole option, may defer such modification.

10) **<u>TRANSITION PERIOD:</u>**

a) For ninety (90) days, either prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, the Vendor shall assist the State, upon written request, in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").

b) The Transition Period may be modified in an SLA or as agreed upon in writing by the parties in a contract amendment.
c) During the Transition Period, Services access shall continue to be made available to the State without alteration.
d) The Vendor agrees to compensate the State for damages or losses the State incurs as a result of Vendor's failure to comply with this Transition Period section in accordance with the Limitation of Liability provisions above.
e) Upon termination, and unless otherwise stated in an SLA, and after providing the State Data to the State as indicated above in this section with acknowledged receipt by the State in writing, the Vendor shall permanently destroy or render inaccessible any portion of the State Data in the Vendor's and/or subcontractor's possession or control following the completion and expiration of all obligations in this section. Within thirty (30) days, the Vendor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
f) The State at its option, may purchase additional Transition Services as may be agreed upon in a supplemental agreement.

11) **TRANSPORTATION:** Transportation charges for any Deliverable sent to the State other than electronically or by download shall be FOB Destination unless delivered by internet or file-transfer as agreed by the State, or otherwise specified in the solicitation document or purchase order.
12) **TRAVEL EXPENSES:** Reserved.
13) **PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:** Reserved.
14) **AVAILABILITY OF FUNDS:** Reserved.
15) **PAYMENT TERMS (Applicable to SaaS):**

a) Payment may be made by the State in advance of or in anticipation of subscription Services to be actually performed under the Agreement or upon proper invoice for other Services rendered. Payment terms are Net 30 days after receipt of correct invoice. Initial payments are to be made after final acceptance of the Services. Payments are subject to any retainage requirements herein. The DRO executing a Participating Addendum is the Agency responsible for all payments under the Agreement. Subscription fees for term years after the initial year shall be as quoted under State options herein but shall not increase more than five percent (5%) over the prior term, except as the parties may have agreed to an alternate formula to determine such increases in writing. No additional charges to the State will be permitted based upon, or arising from, the State's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 *et seq*. of the N.C. General Statutes and applicable Administrative Rules.
b) Upon the Vendor's written request of not less than thirty (30) days and approval by the State, the State may:
   i) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor or
   ii) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however,
   iii) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Agreement obligations.
c) For any third party software licensed by the Vendor or its subcontractors for use by the State, a copy of the software license including terms acceptable to the State, an assignment acceptable to the State, and documentation of license fees paid by the Vendor must be provided to the State before any related license fees or costs may be billed to the State.
d) An undisputed invoice is an invoice for which the Agency has not disputed in writing within thirty (30) days from the invoice date, unless the agency requests more time for review of the invoice. Upon the Vendor's receipt of a disputed invoice notice, the Vendor will work to correct the applicable invoice error, provided that such dispute notice shall not relieve the State or the applicable Purchasing State Agency from its payment obligations for the undisputed items on the invoice or for any disputed items that are ultimately corrected. The Agency is not required to pay the Vendor for any Software or Services provided without a written purchase order from the appropriate Agency. In addition, all such Services provided must meet all terms, conditions, and specifications of this Agreement and purchase order and be accepted as satisfactory by the Agency before payment will be issued.

e) The Agency shall release any amounts held as retainages for Services completed within a reasonable period after the end of the period(s) or term(s) for which the retainage was withheld. Payment retainage shall apply to all invoiced items, excepting only such items as the Vendor obtains from Third Parties and for which costs are chargeable to the State by agreement of the Parties. The Agency, in its sole discretion, may release retainages withheld from any invoice upon acceptance of the Services identified or associated with such invoices.

16) **ACCEPTANCE CRITERIA:** Reserved.

17) **CONFIDENTIALITY:** Reserved.

18) **SECURITY OF STATE DATA:**

a) All materials, including software, Data, information and documentation provided by the State to the Vendor (State Data) during the performance or provision of Services hereunder are the property of the State of North Carolina and must be kept secure and returned to the State. The Vendor will protect State Data in its hands from unauthorized disclosure, loss, damage, destruction by natural event, or other eventuality. Proprietary Vendor materials shall be identified to the State by the Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of Services hereunder shall be provided to the State as part of the Services. The Vendor shall not access State User accounts, or State Data, except (i) during data center operations; (ii) in response to service or technical issues; (iii) as required by the express terms of this contract; or (iv) at the State's written request. The Vendor shall protect the confidentiality of all information, Data, instruments, studies, reports, records and other materials provided to it by the State or maintained or created in accordance with this Agreement. No such information, Data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written agreement with the State. The Vendor will have written policies governing access to and duplication and dissemination of all such information, Data, instruments, studies, reports, records and other materials.

b) The Vendor shall not store or transfer non-public State data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State of North Carolina data remotely only as required to provide technical support.

c) Protection of personal privacy and sensitive data. The Vendor acknowledges its responsibility for securing any restricted or highly restricted data, as defined by the Statewide Data Classification and Handling Policy (https://it.nc.gov/document/statewide-data-classification-and-handling-policy) that is collected by the State and stored in any Vendor site or other Vendor housing systems including, but not limited to, computer systems, networks, servers, or databases, maintained by Vendor or its agents or subcontractors in connection with the provision of the Services. The Vendor warrants, at its sole cost and expense, that it shall implement processes and maintain the security of data classified as restricted or highly restricted; provide reasonable care and efforts to detect fraudulent activity involving the data; and promptly notify the State of any breaches of security within twenty-four (24) hours of confirmation as required by N.C.G.S. § 143B-1379.

d) The Vendor will provide and maintain secure backup of the State Data. The Vendor shall implement and maintain secure passwords for its online system providing the Services, as well as all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Agreement to secure such Data from Data Breach, protect the Data and the Services from loss, corruption, unauthorized disclosure, and the introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data and the Services. The Vendor will allow periodic back-up of State Data by the State to the State's infrastructure as the State requires or as may be provided by law.

e) The Vendor shall certify to the State:

i) The sufficiency of its security standards, tools, technologies and procedures in providing Services under this Agreement;

ii) That the system used to provide the Subscription Services under this Contract has and will maintain a valid third party security certification not to exceed one (1) year and is consistent with the data classification level and a security controls appropriate for low or moderate information system(s) per the National Institute of Standards and Technology NIST 800-53 revision 4. The State reserves the right to independently evaluate, audit, and verify such requirements.

iii) That the Services will comply with the following:

(1) Any DIT security policy regarding Cloud Computing, and the DIT Statewide Information Security Policy Manual; to include encryption requirements as defined below:

(a) The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.

(b) For engagements where the Vendor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Vendor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Additionally, where encryption of data at rest is not possible, the Vendor must describe existing security measures that provide a similar level of protection;

(2) Privacy provisions of the Federal Privacy Act of 1974;

(3) The North Carolina Identity Theft Protection Act, N.C.G.S. Chapter 75, Article 2A (e.g., N.C.G.S. § 75-65 and -66);

(4) The North Carolina Public Records Act, N.C.G.S. Chapter 132;

(5) Applicable Federal, State and industry standards and guidelines including, but not limited to, relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines, Criminal Justice Information, The Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA); and

(6) Any requirements implemented by the State under N.C.G.S. §§ 143B-1376 and -1377.

(7) Any requirements implemented by the State under N.C.G.S. §§ 20-309.2(d).

f) Security Breach. "Security Breach" under the NC Identity Theft Protection Act (N.C.G.S. § 75-60*ff*) means (1) any circumstance pursuant to which applicable Law requires notification of such breach to be given to affected parties or other activity in response to such circumstance (e.g., N.C.G.S. § 75-65); or (2) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any the State Data or state confidential information. "Physical Security" means physical security at any site or other location housing systems maintained by Vendor or its agents or subcontractors in connection with the Services. "Systems Security" means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by Vendor or its agents or subcontractors in connection with the Services. "Processing" means any operation or set of operations performed upon the State Data or State confidential information, whether by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying.

g) Breach Notification. In the event the Vendor becomes aware of any Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement, the Vendor shall, at its own expense, (1) immediately notify the State's Agreement Administrator of such Security Breach and perform a root cause analysis thereon; (2) investigate such Security Breach; (3) provide a remediation plan, acceptable to the State, to address the Security Breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event; and (5) cooperate with the State, and any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such Security Breach. The State shall make the final decision on notifying the State's persons, entities, employees, service providers and/or the public of such Security Breach, and the implementation of the remediation plan. If a notification to a customer is required under any Law or pursuant to any of the State's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by the State) shall be considered legally required.

h) Notification Related Costs. The Vendor shall reimburse the State for all Notification Related Costs incurred by the State arising out of or in connection with any such Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement resulting in a requirement for legally required notifications. "Notification Related Costs" shall include the State's internal and external costs associated with addressing and responding to the Security Breach including, but not limited to, (1) preparation and mailing or other transmission of legally required notifications; (2) preparation and mailing or other transmission of such other communications to customers, agents or others as the State deems reasonably appropriate; (3) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with the State's investigation of and response to such event; and (6) costs for credit reporting services that are associated with legally required notifications or are advisable, in the State's opinion, under the circumstances. If the Vendor becomes aware of any Security Breach which is not due to Vendor acts or omissions other than in accordance with the terms of the Agreement, the Vendor shall immediately notify the State of such Security Breach, and the parties shall reasonably cooperate regarding which of the foregoing or other activities may be appropriate under the circumstances, including any applicable Charges for the same.

i) The Vendor shall allow the State reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Agreement and the State's Data, at no cost to the State.

j) In the course of normal operations, it may become necessary for the Vendor to copy or move Data to another storage destination on its online system, and delete the Data found in the original location. In any such event, the Vendor shall preserve and maintain the content and integrity of the Data, except by prior written notice to, and prior written approval by, the State.

k) Remote access to Data from outside the continental United States including, without limitation, remote access to Data by authorized Services support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Officer or the Using Agency.

l) In the event of temporary loss of access to Services, the Vendor shall promptly restore continuity of Services, restore Data in accordance with this Agreement and as may be set forth in an SLA, restore accessibility of Data and the Services to meet the performance requirements stated herein or in an SLA. As a result, Service Level remedies will become available to the State as provided herein, in the SLA or other agreed and relevant documents. Failure to promptly remedy any such temporary loss of access may result in the State exercising its options for assessing damages under this Agreement.

m) In the event of disaster or catastrophic failure that results in significant State Data loss or extended loss of access to Data or Services, the Vendor shall notify the State by the fastest means available and in writing, with additional notification provided to the State Chief Information Officer or designee of the contracting agency. Vendor shall provide such notification within twenty-four (24) hours after Vendor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Vendor shall inform the State of:

   (1) The scale and quantity of the State Data loss;
   (2) What Vendor has done or will do to recover the State Data from backups and mitigate any deleterious effect of the State Data and Services loss; and
   (3) What corrective action Vendor has taken or will take to prevent future State Data and Services loss.
   (4) If Vendor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Agreement.

   The Vendor shall investigate the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. The Vendor shall cooperate fully with the State, its agents and law enforcement.

n) In the event of termination of this contract, cessation of business by the Vendor or other event preventing the Vendor from continuing to provide the Services, the Vendor shall not withhold the State Data or any other State confidential information or refuse, for any reason, to promptly return to the State the State Data and any other State confidential information (including copies thereof) if requested to do so on such media as reasonably requested by the State, even if the State is then or is alleged to be in breach of the Agreement. As a part of the Vendor's obligation to provide the State Data pursuant to this Paragraph 18) n), the Vendor will also provide the State any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for the State to use, translate, interpret, extract and convert the State Data.

o) Secure Data Disposal. When requested by the State, the Vendor shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, and paper). Data shall be permanently deleted and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods, and certificates of destruction shall be provided to the State.

Section 4: Terms and Conditions Applicable to Personnel and Personal Services

1) **VENDOR'S REPRESENTATION:** Vendor warrants that qualified personnel will provide Services in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under the Agreement. Vendor will serve as the prime Vendor under the Agreement. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). Names of any third party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Such third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

a) Intellectual Property. Vendor represents that it has the right to provide the Services and other Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor also represents that its Services and other Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

b) Inherent Services. If any Services or other Deliverables, functions, or responsibilities not specifically described in the Agreement are required for Vendor's proper performance, provision and delivery of the Services and other Deliverables pursuant to the Agreement, or are an inherent part of or necessary sub-task included within the Services, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract.

c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of the Agreement; and that entering into the Agreement is not prohibited by any Contract, or order by any court of competent jurisdiction.

2) **SERVICES PROVIDED BY VENDOR:** Vendor shall provide the State with implementation Services as specified in a Statement of Work ("SOW") executed by the parties. This Agreement in combination with each SOW individually comprises a separate and independent contractual obligation from any other SOW. A breach by Vendor under one SOW will not be considered a breach under any other SOW. The Services intended hereunder are related to the State's implementation and/or use of one or more Software Deliverables licensed hereunder or in a separate software license agreement between the parties ("License Agreement"). (Reserve if not needed)

3) **PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of the Agreement without prior written approval by the Agency. The individuals designated as key personnel for purposes of the Agreement are those specified in the Vendor's offer. Any desired substitution shall be noticed to the Agency in writing accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the Services of any person providing Services under the Agreement. Upon such termination, the Agency may request acceptable substitute personnel or terminate the Contract Services provided by such personnel.

a) Unless otherwise expressly provided in the Contract, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and other Deliverables.
b) Vendor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
c) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
    i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
    ii) Such use does not conflict with any procurement law, regulation or policy, or
    iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.
d) Unless otherwise provided by the Agency, the Vendor shall furnish all necessary personnel, Services, and otherwise perform all acts, duties and responsibilities necessary or incidental to the accomplishment of the tasks specified in the Agreement. The Vendor shall be legally and financially responsible for its personnel including, but not limited to, any deductions for social security and other withholding taxes required by state or federal law. The Vendor shall be solely responsible for acquiring any equipment, furniture, and office space not furnished by the State necessary for the Vendor to comply with the Agreement. The Vendor personnel shall comply with any applicable State facilities or other security rules and regulations.

4) PERSONAL SERVICES: Reserved.

Section 5: Terms and Conditions Applicable to Lease of Hardware

The terms and conditions in this Section 5 shall supersede those Department of Information Technology Terms and Conditions provided hereinabove in the event of any direct conflict.

1) LEASE PRICES: Lease prices shall remain firm throughout the lease period selected by the Lessee. The Demand Response Operator (DRO) executing a Participating Addendum is the Lessee. Lease agreements shall be effective on the first day following the executed Certificate of Acceptance. No interim rent, lease payment or interim term may be charged under any circumstances. The date of acceptance is that date agreed to in writing by the parties after equipment has been installed, tested and designated Agency personnel trained. Leases shall only be executed under this Agreement if the Vendor is the Lessor.
    a) The term of any lease shall be established as a consecutive twenty-four (24) months, consecutive thirty-six (36) months, or consecutive forty-eight (48) months.
    b) Lease equipment's unit price shall include a full service maintenance agreement for the term of the lease. Maintenance shall include full service including preventive maintenance, all service calls, travel, loaner equipment and no charge replacement of all defective or worn parts and machines. Costs for maintenance agreement shall be included in the monthly lease price, but shown separately for informational purposes as maintenance agreement pricing is used when calculating a lease total cost analysis.
2) EXPIRATION OF LEASE: Lease agreements shall expire upon completion of the specified lease period and shall not be automatically renewed for a new lease period. No termination notice shall be required by either party at end of lease. All equipment leased under each lease agreement shall be removed

from Agency's location within ten (10) business days after expiration of lease at Vendor's expense. All equipment removal shall be coordinated with Agency.

3) TERM OF LEASE CONTRACT: The Notice of Award will establish a lease with a term of 24, 36, or 48 months from the Acceptance Date (as defined herein), or a contract for purchase of equipment and maintenance of such equipment. The State may, at its sole option and discretion, renew a lease for not more than one (1) additional term upon written notice to Vendor, with any renewal beginning upon the anniversary date of the lease. Exercise of the renewal option shall be made, if at all, by the State not less than thirty (30) days prior to the end of the Contract term. The renewal period will be under the same terms and conditions as this Contract.
4) TERMINATION OF LEASE:
   a) Reserved.
   b) This Contract may be terminated with thirty (30) days written notice to the Vendor if the organizational activity within the State Agency using the equipment is discontinued or disestablished.
   c) Lease Cancellation Due to Non-Performance: The lease contract may be cancelled at any time during the lease period for Vendor or equipment non-performance or failure to meet Section 3.1.2 (Specifications) pursuant to Section 5, Paragraph 11) (Default and Remedies) or other termination terms herein. If the Lessee requests removal of leased equipment, Lessor will cancel the lease effective immediately with no additional payments due from Agency. Equipment will be removed from Lessee site within ten (10) days of such written notice at no cost to the Lessee.
   d) Expiration of Lease Term: Any lease shall terminate upon expiration of the contract term unless earlier renewed as permitted herein.
5) TAXES: The Agency agrees to pay any taxes due for which the State is not exempt. Any applicable taxes shall be invoiced separately to the purchasing Agency.
6) AMOUNT AND TIME OF PAYMENT: All payments due under this Contract are solely the responsibility of the purchasing Agency. The Demand Response Operator (DRO) executing a Participating Addendum is the Agency responsible for payment. The Information Technology Procurement Office is responsible for soliciting the contract, but has no liability with respect to payments, breaches, or penalties. Lease Charges will be invoiced in advance as of the first of each month or quarter as agreed by the Agency. When a machine or model changes, or feature is installed for a part of a calendar month, the Lease Charges will be prorated on the basis of a 30-day month. Payment will be made within 30 days after the date of a correct invoice. All other charges due hereunder are payable as specified in the invoice.
7) PRICING: Bidders shall submit Pricing as provided in Section 4.1 (Offer Costs).
8) REFRESH REQUIREMENTS: Reserved.
9) PRICE PROTECTION PERIOD:
   a) The lease rates for leased machines or equipment shall not increase during the initial term; except as may be agreed pursuant to Section 1, Paragraph 36) (Changes).
   b) Any rate reductions which might be generally available during the contract period on the part of the Vendor to other state and local government Agencies will be passed on to the Agency, when effective, at any time during the contract period.
10) ASSIGNMENT: Vendor may not assign this Contract or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days of any consolidation, acquisition, or merger. Any assignee shall affirm this Contract attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Contract. An assignment may be made, if at all, in writing by the Vendor, Assignee and the Agency setting forth the foregoing obligation of Vendor and Assignee. Vendor may assign its right to receive payment under this Contract with written permission of the State. In no event does the recognition of assignment of the Vendor's right to receive payments obligate the Agency to anyone except the Vendor. The Agency merely recognizes financial assignment as a convenience to the Vendor and will hold the Vendor responsible for fulfillment of all contract obligations. Payments under an assignment of financial rights must be in accordance with the General Statutes of North Carolina as follows:
    a) Check made payable to the Vendor and Vendor endorses it over to the Assignee,
    b) Check made payable to the Vendor and forwarded directly to Assignee, or

c) Check made payable jointly to the Vendor and Assignee and forwarded directly to the Assignee.

11) DEFAULT AND REMEDIES:

a) Any of the following events will constitute an Event of Default under this Contract:

i) The Agency fails to make any payment required when due and such failure continues after written notice by Vendor for a period of thirty (30) days after the written notice is delivered, and the Vendor is not in default.

ii) The Agency fails to observe or perform any other covenants, conditions or agreements of the Contract and such failure continues for thirty (30) days without cure after the Vendor delivers written notice of the failure to the Agency.

iii) The Vendor fails to apply any payment required to be paid under this Contract towards the Agency's obligation hereunder.

iv) The Vendor fails to comply with this Contract, or otherwise observe, keep or perform any provision of this Contract required to be observed, kept or performed by Vendor.

b) Remedies: In the event of default as specified above, failure by either the Vendor or Agency to remedy such default within a period of thirty (30) days from receipt of written notice of said default and demand for cure therefore by either party, may take any of the following actions:

i) The Vendor or the Agency may, at their respective option(s), and, as may be applicable, proceed by appropriate court action(s) to enforce performance of the applicable covenants of this Contract or to recover damages for breach.

ii) The Agency may terminate said Contract and direct the Vendor to remove all equipment at the Vendor's expense with no costs of termination or equipment removal to be incurred by the Agency.

iii) Further Remedies: All remedies of the Vendor and the Agency are cumulative and may be exercised concurrently or separately. The exercise of any other remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy.

c) Penalty Charges: The Agency and State shall not be obligated to pay charges of any type for termination or penalty.

12) EQUIPMENT RETURN: The Vendor shall be responsible for all standard delivery and removal charges. Equipment shall be in good repair, condition and working order, ordinary wear and tear alone excepted.

13) NON-PERFORMANCE: If the Agency determines the equipment is not rendering satisfactory service or is not performing in accordance with the specifications set forth in this RFP, the Vendor will review the service activity of such equipment with the Agency and determine corrective action for the Vendor. If no solution is reached the Agency may terminate this Contract for non-performance under Section 5, Paragraph 4) (Termination of Lease).

14) INSTALLATION AND DELIVERY: Pricing shall include delivery to the purchasing Agency, F.O.B. destination, freight prepaid, delivery, uncrating, assembly, installation, making ready for use, removal of debris and instruction of Agency personnel. No other fees or charges will be paid by the Agency. Equipment and supplies shall be delivered within twenty (20) days after receipt of order. Vendor shall notify the Agency at least seventy-two (72) hours in advance of delivery and/or installation so that necessary arrangements can be made. Vendor shall be responsible for any damages to vehicle or individuals as a result of delivery and installation.

a) The Vendor shall be solely responsible for the delivery and installation of equipment. Installed equipment shall conform to Section 3.1.2 (Specifications), and equipment shall be ready for use by the installation date(s) specified.

b) Installation dates may be changed by mutual consent of the Agency and the Vendor.

c) The Agency will use its best efforts to have the installation site(s) prepared in accordance with the Vendor's written minimum site and environmental requirements by the facility readiness date.

d) If the equipment is certified to be ready for use prior to the installation date, the Agency, at its option, may elect to use the equipment and change the installation date accordingly.

e) The method of shipment shall be consistent with the nature of the machines and hazards of transportation.

f) Installation shall be performed in a professional and workmanlike manner and conform to all recommendations of the manufacturer, and good construction and engineering practices.

g) During the period of installation, the facilities and/or vehicles may be in use by the user. The Vendor shall schedule and coordinate the work with the user to cause the least possible interference with or interruption of the user's activities in and around the facilities and/or vehicles. It is intended that work within the building or vehicles be performed during normal working hours of the user unless otherwise required by the Agency.
h) The Vendor shall be completely responsible for any damages caused solely by the Vendor or its agent(s) to the building or vehicle, its contents, or the surrounding grounds as a direct result of the installation of any equipment.
i) Upon completion of the work, the Vendor shall clean up and remove all debris etc., which was caused specifically by the Vendor or its agent(s) and shall maintain all exit ways free and clear at all times.

15) TITLE: Vendor shall retain all right, title and interest in the equipment and integrated or installed software during the term of the lease; provided, however, that Vendor shall not pledge said property as security for any third party, suffer any lien or attachment of said property, nor otherwise encumber the property in any manner that may compromise the Agency's use of said property. Title to the equipment will be conveyed to the State effective upon Agency's exercise of any available purchase option and payment therefor.
16) RISK OF LOSS OR DAMAGE: Risk of loss or damage shall remain with the vendor for the duration of this contract. The Lessee shall be relieved from property risks including: loss or damage to all Leased Item(s) during the periods of transportation, installation, and the Lease Term except when loss or damage is due to the negligent acts of the Lessee. It is the responsibility of the Vendor to insure all equipment.
17) PERSONAL PROPERTY: The equipment will remain personal property and shall not be attached to realty so as to change its character to that of a fixture. The Agency shall have no right, title or interest in the equipment outside of the leasehold covered by this Contract.
18) WARRANTIES AND REPRESENTATIONS OF THE AGENCY: The Agency represents and warrants to Vendor, and so long as this Contract is in effect or any part of Agency obligations to Vendor remain unfulfilled, the Agency shall continue to warrant at all times that:
    a) The Agency will not change or remove any insignia or lettering which Vendor may place on the equipment to indicate its ownership interest therein unless and until such equipment is acquired by the Agency at the end of the lease in accordance with the applicable provisions of this contract.
    b) The Agency will keep the equipment free from any lien, encumbrance or legal process and the Agency will discharge such claims as it is responsible for creating or causing.
19) MAINTENANCE OF EQUIPMENT:
    a) The Vendor shall keep the equipment in good repair, condition and working order and shall always be responsive to the maintenance requirements of the Agency. For this purpose, the Vendor shall have full and free access to the equipment subject to the security policies and procedures of the Agency. Parts required for repair may be new, reprocessed or recovered. Maintenance of equipment shall be provided on an "on call" basis, Monday through Friday 8:00am to 5:00pm Eastern Time, unless otherwise agreed in a separate maintenance agreement.
    b) Basic services shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship.
    c) Reserved.
    d) The Vendor shall specify the preventive maintenance schedule required for each system upon installation. The Agency will allow the Vendor time for preventive maintenance. Preventive maintenance will be performed at a time mutually agreed to by the Agency and the Vendor. Unless otherwise stated, services will be provided during Agency's standard working hours (8:00 a.m. to 5:00 p.m. ET) excluding State holidays.
    e) All remedial maintenance will be performed promptly after notification of equipment becoming inoperative or otherwise not performing in accordance with published specifications. Vendor shall provide the Agency with a designated point of contact and shall make arrangements to enable its maintenance representative to receive such notification.
    f) There will be no charge for travel expenses associated with maintenance service under this Contract.
    g) The Agency agrees to pay, at Vendor's applicable time and material rates then in effect, all charges for maintenance and other service activities, or to pay for loss of or damage to a machine, caused by (1)

use of the machine for other than the purposes for which it was designed, or (2) alterations and attachments not authorized by Vendor or the equipment manufacturer.

h) If Vendor is unable to maintain the equipment, Vendor will replace the equipment with an identical product or another product of equal or greater capabilities. If a replacement product is provided there will not be an additional charge during the current term.

20) ALTERATIONS AND ATTACHMENTS: An alteration is defined as any change to a machine which deviates from the manufacturer's physical, mechanical or electrical machine design whether or not additional devices or parts are required. An attachment is defined as the mechanical, electrical or electronic interconnection to a machine that is not supplied by Vendor. An alteration or attachment to a machine may be made only upon approval by the Vendor, which approval shall not be unreasonably withheld. The Agency agrees to pay all charges related to the alteration or attachment that it requires. Any alteration or attachment required by the manufacturer or Vendor shall be made at the Vendor's expense. The Agency further agrees to remove any alteration or attachment and to restore the machine to its normal, unaltered condition prior to its return to Vendor, or upon notice from Vendor that the alteration or attachment creates a safety hazard or renders maintenance of the machine impractical.

21) PRODUCT SUBSTITUTION: Vendors may submit product substitutions as defined in the Department of Information Technology Terms and Conditions.

22) RELOCATION: In the event Agency desires to relocate the equipment within its offices or in another vehicle, the Vendor will submit a price quotation not to exceed Vendor's cost for the move or will prepare equipment to be moved by other mutually acceptable means.

23) INSURANCE: The Agency is responsible for maintaining its insurance coverage..

24) NOTICES: All notices and other communications made or required to be given under this Contract shall be made in writing and mailed to the Vendor's designated representative and the Department of Transportation Contract Administrator.

25) BUY-OUT: Vendor shall provide the Agency, within six (6) months before the end of the lease term, costs for all equipment owned by the Vendor. If the Agency decides not to renew the lease, the Agency and Vendor will mutually agree to a schedule within four (4) weeks prior to the end of the lease for the removal of any of the Vendor's provided equipment unless a buyout agreement is executed. Vendor will be responsible for the costs associated with the removal of all Vendor-provided equipment.

ATTACHMENT C: NCDOT AGENCY TERMS AND CONDITIONS

1) Execution of “Participating Addendum” Required between Vendor and Demand Response Operators (“DROs”)

a) The Agreement resulting from Request for Proposal RFP 54-12008772-CM, issued by the North Carolina Department of Transportation, will establish an agency specific contract for the benefit of the DROs which may elect to purchase Vendor’s Services and Deliverables pursuant to this Agreement. This Agreement does not establish any obligations to purchase Vendor’s Services or Deliverables and no minimum purchase is guaranteed.

b) The DROs shall have all the rights and obligations of the “State” and the “Agency”, as appropriate, which are terms used in the Agreement established by RFP 54-12008772-CM.

c) The Vendor shall be required to execute a contract with the DROs that elect to purchase Vendor’s Services and Deliverables. This purchase will take the form of a “Participating Addendum” executed between individual DROs and the Vendor. The Participating Addendum shall serve as the contractual ordering document for Service or Deliverables under the Agreement established by RFP 54-12008772-CM. The Participating Addendum supersedes any Vendor Ordering Document. To the extent that any Vendor Order documents are utilized in addition to a Participating Addendum, the terms and provisions of such Vendor Order documents shall have no force or effect, shall be be subordinate to the Agreement established by RFP 54-12008772-CM and shall be utilized solely for administrative purposes.

d) Payment obligations for the Vendor’s Services are limited to those DROs executing a Participating Addendum with the Vendor. The North Carolina Department of Transportation shall not incur payment obligations on behalf of a DRO pursuant to a Participating Addendum, or otherwise.

e) The Vendor and participating DROs shall be responsible for drafting their own Participating Addendum, which shall include at a minimum, the following provisions:

   i. “**Agreement**” as used herein means the Agreement between the Vendor and the North Carolina Department of Transportation established by Request for Proposal 54-12008772-CM. “**Demand Response Operators”** shall mean the “DROs” as referenced in the Agreement.

   ii. The DROs executing this Participating Addendum shall have all the rights and obligations of the “State” and the “Agency” in the Agreement, as appropriate.

   iii. Vendor shall perform, supply and provide Services and Deliverables to the DROs based upon the same requirements, specifications, conditions, and terms set forth in the Agreement, whose documents are comprised of, in order of precedence, as follows: the Best and Final Offers to RFP 54-12008772-CM, if any; Clarifications to RFP 54-12008772-CM, if any; Addenda to RFP 54-12008772-CM, if any; RFP 54-12008772-CM; and the agreed portions of the awarded Vendor’s offer. These documents are incorporated by reference into this “Participating Addendum.”

   iv. If the Vendor and the North Carolina Department of Transportation execute Amendment(s) to the Agreement, then the Vendor shall supply and provide Services and Deliverables to the DROs in accordance with such Amendment. The order of precedence for such Amendment among the documents comprising the Agreement shall be as set forth in the Amendment and the Amendment shall be incorporated by reference into this Participating Addendum.

   v. This Participating Addendum shall not be construed to amend the Agreement. No changes modifying or supplementing the requirements, specifications, conditions, terms, and pricing set forth in the Agreement are permitted in the Participating Addendum. Any such language is void and of no effect.

   vi. The DROs will be responsible for acceptance of the Services or Deliverables and for payment for Services or Deliverables, including retainage of payment, in accordance with the applicable terms and conditions of the Agreement. *(The DROs should refer to* RFP 54-12008772-CM *Attachment B, North Carolina Department of Information Technology Terms and Conditions (“NCDIT T&Cs”) Section 3, Paragraphs 6 and 15.)*

   vii. The DROs will be responsible for notifying the Vendor if Services fail to meet Service Level Availabilities or Support Service response times as set forth in the *NCDIT T&Cs Section 3, Paragraph 4*, or in a Service Level Agreement. The DROs will also be responsible for notifying the Vendor in the event that Services or Deliverables fail to conform to any material requirements of the Agreement. In addition to notifying the Vendor of the foregoing, the DROs will also notify the North Carolina Department of Transportation Contract Administrator. (*The DROs should refer to* RFP 54-12008772-CM *Attachment B, NCDIT T&Cs, including but not limited to Section 1, Paragraphs 9, 10, 19 and 21, and Section 3, Paragraphs 2, 4, 9, 10, and 18)*

2) **Performance of Services and Deliverables**: Vendor shall be responsible for providing all labor, materials, hardware, and software required for performance of Services pursuant to the Agreement.

   i. Deliverables: The Vendor shall work with the DROs and NCDOT to determine acceptable delivery/review timeframes for all DRO-owned deliverables/activities. The Vendor shall develop and maintain a Master Program

Schedule (MPS) identifying all program activities, deliverables, and key milestones with expected and actual completion dates. The Vendor shall provide a Change Management Plan for review and approval by the DROs and NCDOT. The Vendor shall provide their standard Quality Assurance and Quality Control policies and procedures which shall define methods for designing for, achieving, and maintaining quality. The Vendor shall maintain an electronic Master Issues List (MIL) to track and manage project issues and action items. The Vendor shall develop and submit a System Implementation Plan (SIP) to be approved by the DROs that purchase a system. The Vendor shall be responsible for accurately migrating existing customer records to the new customer database and provide a Customer Data Migration (CDM) plan.

ii. Demand Response Software: The Vendor will provide scheduling solution Demand Response Software that includes standard features and functions necessary to operate demand response operations, including: Client management; reservations and scheduling; dispatching and routing; fare payment integration; reporting and data analytics; and customer self-service applications for reservations, profile management, and trip history.

iii. Customer Applications: The Vendor shall provide customer-facing applications and tools needed to schedule and manage rides, manage their Client profile, facilitate customer self-service, and alert riders when their vehicle is approaching. Applications to be provided include, but are not limited to, mobile applications and website user interfaces, self-service Customer website, and a phone notification system with interactive voice response system.

iv. Reporting: The system shall include a reporting module that meets all National Transit Database and Federal Transit Administration reporting requirements and allows for the quick analysis of performance and service metrics.

v. Testing: The Vendor shall provide all labor, materials, hardware, and software required for system testing. The Vendor shall prepare and submit a comprehensive testing plan for review and approval by the Agencies. All tests shall be documented by the Vendor and monitored and signed off by the Agencies or their representatives and the Vendor. The Vendor shall prepare and submit a comprehensive report, testing data, and other testing information from any testing performed on the system and provide such reports to the Agencies within ten (10) business days following the completion of the testing. The Vendor shall identify and implement remedial action at no cost to the Agencies if an applicable system component does not meet the specified performance requirements during system testing.

vi. Ongoing System Operations and Maintenance: The Vendor shall collaborate with the DROs on the operations and maintenance, warranty, financial services, and monitoring of the System.

vii. The Services and Deliverables listed above are not exhaustive of all specifications to be performed by the Vendor. The Vendor shall perform Services and Deliverables, including but not limited to the above, in conformity with the specifications described in Sec. 3.4 of this RFP and in conformity with the specifications agreed upon with the contracting DROs.

3) Contract Administration.

i. **Contract Administrator**: NCDOT Contract Administrator will monitor Vendor performance as necessary over the duration of the contract with respect to satisfactory fulfillment of all contractual obligations. Performance assessments may comprise: requirement and specification compliance of deliverables, adequate servicing of contract in any and all aspects which the contract has stipulated, maintaining current State pricing on the web site, and prompt, complete and satisfactory resolution of any contractual discrepancies. Vendor shall provide the NCDOT Contract Administrator with reports on contract administration activities, including but not limited to those specifications described under Section 3.4 of the RFP, and functions required by the DROs' contract(s).

ii. **Purchase Activity Report:** Vendor shall provide to the NCDOT Contract Administrator reports of sales achieved under the contract. These reports shall be provided quarterly, within thirty (30) calendar days from the last day of the reporting quarter. Reports shall include the name of the DRO and the Core and Advanced features procured by the DRO, included but not limited to those listed under Section 3.4 of the RFP.

iii. **Customer Support Report:** Vendor shall provide to the NCDOT Contract Administrator reports of customer support achieved under the contract, within thirty (30) calendar days from the last day of the reporting quarter. Reports shall include the following data elements at a minimum:

1. DRO Name and Ticket Number
2. Total number of tickets submitted per month
3. Total number of tickets resolved per month
4. Total number of open tickets per month

iv. **Service Level Report:** Vendor shall provide to the NCDOT Contract Administrator a report of Service Level Agreements under the contract where Vendor's performance fell below the minimum threshold. These reports shall be provided quarterly, within thirty (30) calendar days from the last day of the reporting quarter. Reports shall include the following data elements at a minimum:

1. DRO Name and Number

2. Service Level Agreement Actual Performance
3. Number of Instances Below Minimum Threshold During Reporting Period
4. Explanation for below Minimum Threshold Performance
5. Vendor’s Plan to Address below Minimum Threshold Performance

ATTACHMENT D: DESCRIPTION OF OFFEROR

Provide the information about the offeror.

Offeror's full name	
Offeror's address	
Offeror's telephone number	
Ownership	☐ Public ☐ Partnership ☐ Subsidiary ☐ Other (specify)
Date established	
If incorporated, State of incorporation.	
North Carolina Secretary of State Registration Number, if currently registered	
Number of full-time employees on January 1st for the last three years or for the duration that the Vendor has been in business, whichever is less.	
Offeror's Contact for Clarification of offer: Contact's name Title Email address and Telephone Number	
Offeror's Contact for Negotiation of offer: Contact's name Title Email address and Telephone Number	
If Contract is Awarded, Offeror's Contact for Contractual Issues: Contact's name Title Email address and Telephone Number	
If Contract is Awarded, Offeror's Contact for Technical Issues: Contact's name Title Email address and Telephone Number	

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included as HUBs are disabled business enterprises and non-profit work centers for the blind and severely disabled."

Pursuant to N.C.G.S. §§ 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Contact the North Carolina Office of historically Underutilized Businesses at 919-807-2330 with questions concerning NC HUB certification. http://ncadmin.nc.gov/businesses/hub

Respond to the questions below.

1. Is Vendor a Historically Underutilized Business? ☐ Yes ☐ No

2. Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☐ No

   If so, state HUB classification: ____

ATTACHMENT E: COST FORM RESERVED

ATTACHMENT F: VENDOR CERTIFICATION FORM

1) ELIGIBLE VENDOR

The Vendor certifies that in accordance with N.C.G.S. §143-59.1(b), Vendor is not an ineligible vendor as set forth in N.C.G.S. §143-59.1 (a).

The Vendor acknowledges that, to the extent the awarded contract involves the creation, research, investigation or generation of a future RFP or other solicitation; the Vendor will be precluded from bidding on the subsequent RFP or other solicitation and from serving as a subcontractor to an awarded vendor.

The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Vendor, or as a subcontractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP or other solicitation.

2) CONFLICT OF INTEREST

Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. The Vendor shall not knowingly employ, during the period of the Agreement, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing Services involving, or similar to, the scope and nature of this solicitation or the resulting contract.

3) E-VERIFY

Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Vendors claiming exceptions or exclusions under Chapter 64 must identify the legal basis for such claims and certify compliance with federal law regarding registration of aliens including 8 USC 1373 and 8 USC 1324a. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

As a condition of contract award, awarded Vendor shall have registered its business with the North Carolina Secretary of State and shall maintain such registration throughout the term of the Contract.

Signature: ____ Date: __________________

Printed Name: ____ Title: ___________________

ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with N.C.G.S. §143B-1361(b), Vendor must identify how it intends to utilize resources or workers located outside the U.S., and the countries or cities where such are located. The State will evaluate additional risks, costs, and other factors associated with the Vendor's utilization of resources or workers prior to making an award for any such Vendor's offer. The Vendor shall provide the following:

a) The location of work to be performed by the Vendor's employees, subcontractors, or other persons, and whether any work will be performed outside the United States. The Vendor shall provide notice of any changes in such work locations if the changes result in performing work outside of the United States.

b) Any Vendor or subcontractor providing support or maintenance Services for software, call or contact center Services shall disclose the location from which the call or contact center Services are being provided upon request.

Will Vendor perform any work outside of the United States? ☐ YES ☐ NO

ATTACHMENT H: REFERENCES

REFERENCES:

The Vendor shall provide three (3) references of customers utilizing the proposed solution fully implemented in a setting similar to this solicitation's scope of work. References within like North Carolina communities / industries are encouraged.

The Vendor should have implemented the respective proposed service within the last three (3) years. Customer references whose business processes and data needs are similar to those performed by the Agency needing this solution in terms of functionality, complexity, and transaction volume are encouraged.

For each reference, the Vendor shall provide the following information:

a. Customer name.
b. Customer address.
c. Current telephone number of a customer employee most familiar with the offered solution implementation.
d. Customer email address
e. Time period over which each offered solution implementation was completed.
f. Brief summary of the offered solution implementation.
g. List of offered solution products installed and operational.
h. Number of vendor or technical staff supporting, maintaining and managing the offered solution
i. Number of end users supported by the offered solution.
j. Number of sites supported by the offered solution.

ATTACHMENT I: FINANCIAL REVIEW FORM

Vendor shall review the Financial Review Form, provide responses in the gray-shaded boxes, and submit the completed Form as an Excel file with its offer. Vendor shall not add or delete rows or columns in the Form, or change the order of the rows or column in the file.

1. Vendor Name:
2. Company structure for tax purposes (C Corp, S Corp, LLC, LLP, etc.):
3. Have you been in business for more than three years? ☐ Yes ☐ No
4. Have you filed for bankruptcy in the past three years? ☐ Yes ☐ No
5. In the past three years, has your auditor issued any notification letters addressing significant issues? If yes, please explain and provide a copy of the notification letters. ☐ Yes ☐ No
6. Are the financial figures below based on audited financial statements? ☐ Yes ☐ No
7. Start Date of financial statements:

   End Date of financial statements:
8. Provide a link to annual reports with financial statements and management discussion for the past three complete fiscal years:
9. Provide the following information for the past three complete fiscal years:

	Latest complete fiscal year minus two years	Latest complete fiscal year minus one year	Latest complete fiscal year
BALANCE SHEET DATA			
a. Cash and Temporary Investments			
b. Accounts Receivable (beginning of year)			
c. Accounts Receivable (end of year)			
d. Average Account Receivable for the Year (calculated)			
e. Inventory (beginning of year)			
f. Inventory (end of year)			
g. Average Inventory for the Year (calculated)			
h. Current Assets			
i. Current Liabilities			
j. Total Liabilities			
k. Total Stockholders' Equity (beginning of year)			
l. Total Stockholders' Equity (end of year)			
m. Average Stockholders' Equity during the year (calculated)			
INCOME STATEMENT DATA			
a. Net Sales			
b. Cost of Goods Sold (COGS)			
c. Gross Profit (Net Sales minus COGS) (calculated)			
d. Interest Expense for the Year			
e. Net Income after Tax			
f. Earnings for the Year before Interest & Income Tax Expense			
STATEMENT OF CASH FLOWS			
a. Cash Flow provided by Operating Activities			
b. Capital Expenditures (property, plant, equipment)			

Appendix A

The following table represents the Agencies offering demand response services within North Carolina. This information was gathered from the National Transit Database (NTD) for the year 2019.

Table 1 - State of North Carolina Fleet

NTD ID	Agency	City	Service Area (Square Miles)	Demand Response (DR) Vehicles 2019	Demand Transportation (DT) Vehicles 2019	All Vehicles 2019	DR/DT Unlinked Passenger Trips 2019	All Unlinked Passenger Trips 2019
40005	City of Asheville	Asheville	45			17	-	1,978,720
40006	Cape Fear Public Transportation Authority	Wilmington	200	17		44	59,594	1,258,731
40007	City of Raleigh	Raleigh	125		224	295	493,467	5,764,895
40008	City of Charlotte North Carolina	Charlotte	675	73		411	256,172	24,278,653
40009	City of Fayetteville	Fayetteville	95	15		37	63,423	1,452,842
40010	City of Gastonia	Gastonia	45	3		9	5,115	174,783
40011	City of High Point	High Point	95	7		19	19,882	997,088
40012	City of Winston Salem	Winston-Salem	134	33		71	225,086	2,696,733
40051	Town of Chapel Hill	Chapel Hill	62	14		101	68,200	6,641,553
40087	City of Durham	Durham	93	44		91	202,538	6,765,036
40093	City of Greensboro	Greensboro	127	45		86	274,806	3,465,962
40095	Greenville Area Transit	Greenville	35	5		11	11,999	525,654
40096	City of Rocky Mount	Rocky Mount	52	19		26	133,738	406,074

NTD ID	Agency	City	Service Area (Square Miles)	Demand Response (DR) Vehicles 2019	Demand Transportation (DT) Vehicles 2019	All Vehicles 2019	DR/DT Unlinked Passenger Trips 2019	All Unlinked Passenger Trips 2019
40108	Research Triangle Regional Public Transportation Authority	Research Triangle Park	1,665	18		164	65,598	1,883,926
40131	Davidson County	Lexington	567	21		27	34,490	173,817
40132	Goldsboro-Wayne Transportation Authority	Goldsboro	35	16		21	66,748	273,475
40133	Guilford County	Greensboro	52	21		21	44,918	44,918
40143	Town of Cary	Cary	59	19		29	43,316	268,577
40147	North Carolina State University	Raleigh	9			34		3,362,828
40166	City of Jacksonville	Jacksonville	47	2		11	3,526	124,621
40167	City of Concord	Concord	78	4		12	11,723	439,928
40172	Western Piedmont Regional Transit Authority	Conover	1,665	43		53	103,773	244,326
40173	Piedmont Authority for Regional Transportation	Greensboro	2,500			84		686,982
40205	The County of Iredell	Statesville	576	23		27	76,696	132,434
40209	Hoke County	Raeford	392	11		11	55,795	55,795
40210	Craven County	New Bern	1,803	16		18	48,899	63,146

NTD ID	Agency	City	Service Area (Square Miles)	Demand Response (DR) Vehicles 2019	Demand Transportation (DT) Vehicles 2019	All Vehicles 2019	DR/DT Unlinked Passenger Trips 2019	All Unlinked Passenger Trips 2019
40214	Cabarrus County	Kannapolis	365	27		27	75,295	75,295
40215	Union County	Monroe	640	25		25	79,696	79,696
40217	Rowan County	Salisbury	524	20		22	71,679	85,430
40220	Pitt County	Greenville	652	12		12	49,448	49,448
40221	Gaston County	Gastonia	364	21		22	58,862	67,899
40222	Wake County	Raleigh	861	60		60	196,041	196,041
40223	Cumberland County	Fayetteville	658	12		12	32,036	32,036
40224	Buncombe County	Asheville	657	31		34	115,662	145,386
40225	Alamance County Transportation Authority	Burlington	435	27		27	72,220	72,220
40226	Mountain Projects, Inc.	Waynesville	546	20		20	30,577	30,577
40227	Onslow United Transit System	Jacksonville	795	17		17	82,381	82,381
40228	Mecklenburg County	Charlotte	31	22	85	107	410,864	410,864
40229	Henderson County	Hendersonville	39	1		4	3,125	74,895
40231	Orange County	Hillsborough	401	7		10	52,693	71,633
40233	City of Salisbury	Salisbury	23			3	-	141,514
40252	City Of Burlington	Burlington	26	2		7	5,091	103,433
44913	Eastern Band of Cherokee Indians	Cherokee	75	10		19	11,304	97,137

NTD ID	Agency	City	Service Area (Square Miles)	Demand Response (DR) Vehicles 2019	Demand Transportation (DT) Vehicles 2019	All Vehicles 2019	DR/DT Unlinked Passenger Trips 2019	All Unlinked Passenger Trips 2019
4R06	North Carolina Department of Transportation	Raleigh	-					
4R06-40913	Graham County	Robbinsville	-	8		8	20,377	20,377
4R06-40915	Duplin County	Kenansville	-	11		11	38,870	38,870
4R06-40918	Wilkes Transportation Authority	North Wilkesboro	-	17		19	54,013	62,508
4R06-40921	Randolph County Senior Adult Association Inc.	Asheboro	-	18	2	20	58,940	58,940
4R06-40929	Rockingham County Council on Aging	Reidsville	-	15		20	54,059	89,051
4R06-40933	Sampson County	Clinton	-	15		15	52,787	52,787
4R06-40934	Polk County Transportation Authority	Columbus	-	11		11	39,662	39,662
4R06-40938	Pender Adult Services, Inc.	Burgaw	-	8		8	21,664	21,664
4R06-40942	Lincoln County	Lincolnton	-	15		17	42,579	47,248
4R06-40943	Johnston Co. Council on Aging Inc.	Smithfield	-	25		25	93,489	93,489
4R06-40944	Carteret County	Morehead City	-	11		12	57,294	66,733
4R06-40947	Gates County	Gatesville	-	6		6	21,236	21,236

NTD ID	Agency	City	Service Area (Square Miles)	Demand Response (DR) Vehicles 2019	Demand Transportation (DT) Vehicles 2019	All Vehicles 2019	DR/DT Unlinked Passenger Trips 2019	All Unlinked Passenger Trips 2019
4R06-40959	Washington County	Plymouth	-	5		5	13,444	13,444
4R06-40976	Madison County Transportation Authority	Marshall	-	11		11	21,526	21,526
4R06-40983	Rutherford County	Spindale	-	17		19	43,467	56,955
4R06-40984	Western Carolina Community Action	Hendersonville	-	8		8	33,777	33,777
4R06-40990	Martin County	Williamston	-	8		8	26,507	26,507
4R06-40996	Caswell County	Yanceyville	-	9		9	22,935	22,935
4R06-41004	Chatham Transit Network	Pittsboro	-	21		24	88,832	105,393
4R06-41010	Person County	Roxboro	-	10		11	47,955	50,360
4R06-41025	Trolley's Inc	Charlotte	1,050			-		
4R06-41028	Scotland County	Laurinburg	-	3		5	18,260	23,626
4R06-41029	Ashe County Transportation Authority Inc	West Jefferson	-	17		19	48,697	69,999
4R06-41031	Greene County	Snow Hill	-	6		6	16,009	16,009
4R06-41034	Beaufort County Developmental Center, Inc.	Washington	-	11		11	31,010	31,010

NTD ID	Agency	City	Service Area (Square Miles)	Demand Response (DR) Vehicles 2019	Demand Transportation (DT) Vehicles 2019	All Vehicles 2019	DR/DT Unlinked Passenger Trips 2019	All Unlinked Passenger Trips 2019
4R06-41038	Hyde County Private Non-Profit Transp. Corp. Inc.	Swan Quarter	-	7		7	21,279	21,279
4R06-41043	Mitchell County Transportation Authority	Bakersville	-	12		12	53,196	53,196
4R06-41045	Dare County	Manteo	-	8		8	17,697	17,697
4R06-41048	Kerr Area Transportation Authority	Henderson	-	45		47	146,392	177,788
4R06-41058	Brunswick Transit System Inc.	Bolivia	-	13		13	48,216	48,216
4R06-41064	Moore County	Carthage	-	8		10	28,361	31,979
4R06-41066	Swain County Focal Point on Aging Inc	Bryson City	-	4		5	6,657	17,487
4R06-41069	Cherokee County	Murphy	-	7		8	25,220	35,976
4R06-41082	Transp. Administration of Cleveland County. Inc	Shelby	-	18		19	59,342	63,660
4R06-41111	Albemarle Regional Health Services	Elizabeth City	-	22		22	104,087	104,087
4R06-41113	Anson County	Wadesboro	-	11		11	29,649	29,649
4R06-41115	Transylvania County	Brevard	-	5	1	6	26,459	26,459

NTD ID	Agency	City	Service Area (Square Miles)	Demand Response (DR) Vehicles 2019	Demand Transportation (DT) Vehicles 2019	All Vehicles 2019	DR/DT Unlinked Passenger Trips 2019	All Unlinked Passenger Trips 2019
4R06-41119	Harnett County	Lillington	-	21		21	63,567	63,567
4R06-41124	Richmond Interagency Transportation Inc.	Rockingham	-	12		12	36,664	36,664
4R06-41127	AppalCart	Boone	-	11		33	50,010	1,820,412
4R06-41130	Avery County Transportation Authority	Newland	-	11		11	25,026	25,026
4R06-41131	Choanoke Public Transportation Authority	Rich Square	-	9		9	52,703	52,703
4R06-41134	Yadkin Valley Economic Development District, Inc.	Boonville	-	35		38	94,909	104,990
4R06-41137	Alleghany County	Sparta	-	7		7	17,884	17,884
4R06-41143	Yancey County Transportation Authority	Burnsville	-	7		7	24,079	24,079
4R06-41150	Lee County	Sanford	-	14		14	64,194	64,194
4R06-41160	Clay County	Hayesville	-	9		9	18,485	18,485
4R06-41162	Lenoir County	Kinston	-	15		15	75,251	75,251
4R06-41166	Bladen County	Elizabethtown	-	5		5	21,605	21,605

NTD ID	Agency	City	Service Area (Square Miles)	Demand Response (DR) Vehicles 2019	Demand Transportation (DT) Vehicles 2019	All Vehicles 2019	DR/DT Unlinked Passenger Trips 2019	All Unlinked Passenger Trips 2019
4R06-41167	Jackson County	Sylva	-	8		9	18,663	26,667
4R06-41172	Columbus County	Whiteville	-	12		12	31,031	31,031
4R06-41181	Stanly County	Albemarle	-	11		11	49,644	49,644
4R06-41187	Robeson County	Lumberton	-	11		11	58,839	58,839
4R06-41191	Macon County	Franklin	-	9		11	32,552	46,298
4R06-44931	City of Wilson, NC	Wilson	-	13		18	57,855	
4R06-44947	County of Hyde	Swans Quarter	-			2		
4R06-44958	North Carolina Department of Transportation -- Ferry Division	Havelock	-			1		

Source: National Transit Database (2019)

Appendix B

The following table represents the number of Agencies by service area represented as square miles. This information was gathered from the National Transit Database (NTD) for the year 2019.

Table 2 – Number of Agencies in North Carolina based on Service Area

Service Area (sq. miles)	Agencies
0 to 100	22
101 to 500	37
501 to 1,000	31
1001 to 3,000	11

Source: National Transit Database (2019)

ATTACHMENT J: SECURITY EVALUATION FORM (ATTACHED)

Transit Software Solution
54-12008772-CM
[Add Date]

SECURITY EVALUATION FORM (SEF)
Version 1.6

Prepared for

North Carolina Department of Information Technology - Transportation

Executive Summary

The State of North Carolina Statewide Information Security Manual (SISM) was established by the State CIO under authority N.C.G.S § 143B-1375, 143B-1376, and 143B-1378 to identify and implement information technology security controls. The policies, guidelines, and standards established by the SISM apply to all Information Environments that store, process, transmit, and/or can impact the security of NCDOT/DMV data.

STATUTORY LAW

https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-1375.pdf
https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-1376.pdf
https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-1378.pdf

POLICIES, GUIDELINES AND STANDARDS

https://it.nc.gov/resources/cybersecurity-and-risk-management/esrmo-initiatives/statewide-information-security/
https://it.nc.gov/documents/statewide-data-classification-and-handling-policy
https://archives.ncdcr.gov/government/state-government-agencies/functional-schedule

GLOSSARY OF INFORMATION TECHNOLOGY TERMS

https://it.nc.gov/documents/statewide-glossary-information-technology-terms
https://csrc.nist.gov/glossary

PURPOSE

The Security Evaluation Form (SEF) and its underlying assessment activities serve to provide NCDOT with an understanding of the third-party contractor's security capabilities relevant to the third-party contractor's access to NCDOT's information resources. The SEF is unlike a full security assessment in that the SEF typically does not require third-parties to submit technical evidence (e.g., screenshots, logs, packet captures, security scans, configuration exports, test results, etc.) to validate their stated security capabilities. This is important to understand because the third-party's overall security capabilities are typically conceptual from NCDOT's perspective and cannot be fully assessed and verified in a manner consistent with the Statewide Information Security Manual (SISM). For this reason, the outcome of this security evaluation is largely dependent on the third-party contractor's ability to understand the security requirements established by NCDOT and provide meaningful and comprehensive responses to the questions in the SEF and throughout the assessment process.

SECURITY CONTROLS AND CAPABILITIES

The third-party contractor's responses throughout the security evaluation are used to assess the third-party contractor's overall security capabilities. Security capabilities are defined and evaluated by bringing together specific sets of security controls derived from the appropriately tailored baselines that together produce the required capabilities. The SISM establishes the security controls and capabilities that must be satisfied before information systems are permitted access to NCDOT's data.

APPROACH AND USE OF THIS DOCUMENT

The security evaluation begins when the third-party contractor returns their completed SEF and supporting documentation to NCDOT for review. In addition to the third-party contractor's responses to the security questions, they may be asked to provide copies of their applicable security program documents including policies, standards, procedures, plans, dataflows, network architecture diagrams, third-party risk assessment reports, etc.

OUTCOMES

Submission of this report by the third-party does not guarantee a state-ready designation, nor does it guarantee that the North Carolina Department of Transportation (NCDOT) will procure services from the third-party.

Third-Party's System Information

Third-Party Name:
System/Service Name:
Service Model: (e.g. IaaS, PaaS, SaaS)
FIPS PUB 199 System Security Level: (Moderate)
Fully Operational as of: Enter the date the system became fully operational.
Number of Customers (State/Others): Enter # of customers / # of other customers
Deployment Model: Is the service a Public Cloud, Government-Only Cloud, Federal Government-Only Cloud, or Other? If other, please describe.
System Functionality: Briefly describe the functionality of the system and service being provided.

Information Security Questionnaire

1. The [Statewide Information Security Manual (SISM)] was established by the State CIO under authority N.C.G.S § 143B-1375, 143B-1376, and 143B-1378. The policies and standards defined in the SISM apply to all systems and services that store, process, transmit, and/or could impact the security of NCDOT Data. It is important to understand a SOC 2 Type II (or equivalent) only indicates the third-party contractor's policies, standards, and procedures were assessed as being compliant with generic industry accepted practices. A SOC 2 Type II (or equivalent) does not certify the third-party contractor's services as being compliant with the NCDOT's information security policies, guidelines, and standards (e.g., account lockout thresholds, employment background checks (local/State/Federal), minimum password requirements, data classification, change management, etc.).

2. The term **Personally Identifiable Information (PII)** refers to information that can be used to distinguish or trace an individual's identity, alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as name, date and place of birth, employer, home and work addresses, email address, phone number, mother's maiden name, etc.

   The third-party contractor's services will process **Restricted** and/or **Highly Restricted** NCDOT data that could be used to distinguish or trace an individual's identity.

3. Describe the third-party contractor's methodology for acknowledging and maintaining compliance with NCDOT's information security policies, guidelines, and standards. i. Is the third-party contractor's methodology documented in a policy document? ii. Does the methodology extend to all third parties supporting the third-party contractor's services? Please explain in detail.	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*
4. The **System Security Plan (SSP)** provides a summary of the security requirements of the information system(s) and describes the controls for meeting those requirements and defined responsibilities and expected behavior of all individuals who access the system. The SSP also contains or references other key security-related documents for the information system such as a risk assessment, Corrective Actions Plan (CAP), accreditation documentation, privacy threshold and impact assessment, contingency plan, configuration management plan, security configuration checklists and system interconnection agreements as appropriate. i. Provide a System Security Plan (SSP) that addresses all applicable aspects of the third-party contractor's proposed services and solution. Linked below is a copy of the State's SSP template. https://it.nc.gov/documents/system-security-plan-template	*If the third-party does not have an SSP, provides comprehensive response explaining how the third-party's activities support the intent of the SSP. Please review the SSP template and understand the SISM requirements before responding.*
5. Data Flow Diagrams: The purpose of a data flow diagram is to graphically represent data in all forms as it traverses systems including what changes the data and where it is stored at any given time. Examples of what could be represented in this	*Provide a data flow diagram(s) that include all information systems that store, process, and/or transmit NCDOT/DMV data.*

diagram include data elements (name, address, phone, etc.), data format, encryption and compression, authentication, permissions, session, and registration (HTTP, SNMP, FTP, IRC, SSH, SSL, TLS, DES, 3-DES, AES, SSH, IMAP, RPC, SQL, NFS, API's, Sockets and WinSock). i. Provide data flow diagram(s) of the third-party contractor's services. Attached is an example high-level data flow diagram. NCDIT-T_High-Level _Data_Flow_Diagrar	*Please review the attachment and understand the intent of a data flow diagram before responding.*
6. Network Architecture Diagrams: The purpose of network architecture diagrams is to graphically represent the structure of a network and shows the components that make up a network and how they interact, including routers, devices, hubs, firewalls, servers, workstations, printer, etc. i. Provide network architecture diagrams of the third-party contractor's services.	*Provide network architecture diagrams.*
7. Does the third-party contractor have an external risk assessment report that demonstrates the third-party's compliance to industry accepted guidelines (e.g., SOC 2 Type II, ISO 27001, FedRAMP, etc.) that addresses the scope of their proposed services? i. Provide a copy of the third-party contractor's external risk assessment report. ii. Describe in detail how the third-party contractor will ensure all external entities supporting the third-party's proposed services receive and maintain SOC 2 Type II (or equivalent) certifications for their roles in supporting the third-party contractor's proposed services and solution. iii. Does the third-party contractor have and maintain formal agreements with external entities, such as for maintenance and service support for the third-party contractor's service? **NOTE**: *It is important to understand a SOC 2 Type II (or equivalent) only indicates the third-party's policies, standards, and procedures were assessed as being compliant with generic industry accepted guidelines. A SOC 2 Type II (or equivalent) does not certify the third-party's services as being compliant with the State's information security policies, guidelines, and standards (e.g., account lockout thresholds, employment background checks (local/State/Federal), minimum password requirements, data classification, change management, etc.). Third-party contractor must periodically perform formal security crosswalks between the third-party contractor's policies/standards and the State's policies/standards to ensure the proper security controls are in place to protect State data.*	*Provide a copy of the third-party's risk assessment reports and provide responses to the questions in Section 7.* *Please respond to sections i – iii.*

(References: N.C.G.S § 143B-1375, § 143B-1378; SISM PS-7, CA-7, RA-3).	
8. Describe in detail how the third-party contractor's proposed services support NCDOT's **Multi-factor authentication (MFA)** policy, guidelines, and standards. Specifically speak to Remote Access (SISM AC-17), and Nonlocal Maintenance (SISM MA-4). i. Do the third-party contractor's services enforce MFA for all administrative functions? Explain in detail. ii. Do the third-party contractor's services enforce MFA for all remote access to information systems that process State data? Explain in detail.	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.* *Please respond to sections i and ii.*
9. The **North Carolina Identity Management Service (NCID)** is the standard identity and access management platform provided by the Department of Information Technology. NCID is a web-based application that provides a secure environment for state agency, local government, business, and individual users to log in and gain access to real-time resources, such as customer-based applications and information retrieval. i. Are the third-party contractor's proposed services capable of integrating with the State's NCID solution? ii. Describe in detail how the third-party contractor's services integrate with the North Carolina Identity (NCID) Service. **References:** https://it.nc.gov/ncid/ https://it.nc.gov/ncid-frequently-asked-questions https://it.nc.gov/ncid-application-integration-requirements-airn-saml-based	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*
10. Provide a list of all entities that support the third-party contractor's services along with a detailed description of their roles and responsibilities.	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*
11. All operating systems (OS) AND major application software components (e.g., Microsoft SQL, Apache Tomcat, Oracle Weblogic, etc.), must NOT be past N-1. Applications which are not operating on the most recent platform MUST have a roadmap to upgrade with a State approved timeline. i. Do the third-party contractor's proposed services support the State's N-1 requirement?	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*

ii. Explain in detail how the third-party maintains the N-1 standard.	
12. Does the third-party contractor's proposed services meet Federal Records Management Requirements, including the ability to support record holds, National Archives and Records Administration (NARA) requirements, and Freedom of Information Act (FOIA) requirements?	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*
13. Does the third-party contractor's services handle, store, process and/or transmit State data outside the physical boundaries of the United States? If yes, explain in detail.	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*
14. Are FIPS 140-2 Validated or National Security Agency (NSA)-Approved cryptographic modules consistently used where cryptography is required? Explain in detail. The Statewide Data Classification and Handling Policy is located here: https://it.nc.gov/documents/statewide-policies/statewide-data-classification-handling-policy/open The Statewide Media Protection Policy is located here: https://files.nc.gov/ncdit/documents/Statewide_Policies/SCIO_Media_Protection.pdf	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*
15. Do the third-party contractor's services encrypt State data in-transit and at rest? Explain in detail.	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*
16. Do any information system components used by the third-party contractor to store, process, transmit, and/or can impact the security and privacy of NCDOT data use deprecated transport layer protocols (e.g., SSL, TLS 1.0, TLS 1.1)? 1.1)? Explain in detail.	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*
17. State requires minimum 8-character complex passwords (Upper, Lower, Special Character and Numerical)? i. Explain in detail how the third-party's services enforce the State's password policy and standards (SISM AC, IA, MA, SC, SI, SA).	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*
18. Explain in detail how the third-party contractor's services detect, contain, and eradicate malicious software? [SISM SI-3, SISM SI-3, SISM MA-3]	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*
19. Explain in detail how the third-party contractor's services store audit data in a tamper-resistant manner and meets chain of custody and e-discovery requirements? [SISM AU-7, SISM AU-9]	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*

20. Explain in detail how the third-party contractor's services detect unauthorized or malicious use of the systems, including insider threat and external intrusions? [SISM SI-4, SISM SI-4 (4), SISM SI-7, SISM SI-7 (7)]	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*
21. Explain in detail how the third-party contractor performs security code analysis (static and dynamic) and evaluates code for security flaws, as well as identify, track, and remediate security flaws? [SISM SA-11]	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*
22. Explain in detail how the third-party contractor's records retention policy, standards, practices, and information systems adhere to the State's functional records schedule. [DNCR Functional Schedule, DNCR Information Technology, DNCR Risk Management, SISM AU-7, SISM AU-11]? A "Record" is defined as a set of data (logical and physical) treated as a unit. Examples include, but are not limited to, IT Security Program documents, data flow and architecture diagrams, system/application diagrams, change management activities, risk management activities, vulnerability scan results, system/application logs, etc. i. **911.3** Data Documentation Records Records concerning data in automated systems; includes data element dictionary, file layout, code book or table, Entity relationships tables, and other records related to the structure, management, and Entity of data RETAIN UNTIL: System is discontinued and/or replaced PLUS: 3 years THEN: Destroy **ii.** **914.<** Digitization and Scanning Records Records concerning data entry and imaging operations; includes quality control records and paper records that are digitized. RETAIN UNTIL: Digitized PLUS: 10 days THEN: Destroy NOTE: The digital surrogate becomes the record copy and must be retained according to the disposition instructions for that record type. **iii.** **915.3** Electronic Records Policies Records documenting the policies and procedures employed by the agency to maintain authentic and accessible electronic records. RETAIN UNTIL: Superseded/Obsolete PLUS: 3 years THEN: Destroy iv. **924.1(1)** Network and System Security Records Records documenting the security of networks and systems; includes records concerning firewalls, anti-virus programs, and other related records. RETAIN FROM: Creation PLUS: 1 year THEN: Destroy*	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.* *Please explain in detail how the third-party's services and solution support the SISM/DNCR requirements outlined in sections i – ix.*

v. **924.1(2)** Network and System Security Records records documenting access requests and authorizations, system access logs, and other related records RETAIN FROM: Creation PLUS: 1 year THEN: Destroy vi. **924.2** Network and System Security Records Records documenting incidents involving unauthorized attempted entry or probes on data processing systems, information technology systems, telecommunications networks, and electronic security systems, including associated software and hardware; includes logs, extracts, compilations of data, and other related records RETAIN FROM: Creation PLUS: 2 years THEN: Destroy* vii. **926.3** System Documentation records documenting operating systems, application programs, structure and form of datasets, system structure, and system-to-system communication; includes system overviews, dataset inventories, server names, IP addresses, purpose of the systems, Entity-supplied documentation, installed software, and current source code. RETAIN UNTIL: Superseded/Obsolete PLUS: 3 years THEN: Destroy viii. **1623.3** Disaster Recovery Records Records concerning minor or routine agency recovery operations that are managed with minimal disruption to normal operations RETAIN UNTIL: Complete PLUS: 3 years THEN: Destroy ix. **1314.2** Consultant, Contractor, Provider, and Entity Due Diligence Records Records documenting the evaluation of consultants, contractors, providers, and entities with whom the agency conducts business; includes financial stability, information security risk assessments, and other related records RETAIN UNTIL: Contract expires PLUS: 2 years THEN: Destroy	
23. Does the third-party contractor have the capability to notify the State within 24 hours of suspected and/or confirmed incidents? Explain in detail.	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*

24. If the third-party contractor's services provide email "send as" capabilities, does it support DMARC and DKIM for email protection? If not, explain in detail.	*If the system does not support this feature, do not answer Y or N. Instead, state "Not Applicable" here.*
25. Describe in detail how the third-party contractor's services support NCDOT's **Data Protection and Classification** policy, guidelines, and standards. Specifically speak to Security Impact Analysis (SISM CM-4), Media Protection Policy (SISM MP-1), Media Marking (SISM MP-3), Media Storage (SISM MP-4), Media Transport (SISM MP-5), Media Sanitization (SISM MP-6), Media Use (SISM MP-7), Prohibit Use Without Owner (SISM MP-7(1)), Security Categorization (SISM RA-2), and the Statewide Data Classification Policy.	*Describe in detail how the third-party's proposed services and solution supports NCDOT's **Data Protection and Classification Policies**, guidelines, and standards.* *Please address each of the SISM requirements listed in question #25 in your response. Please review and understand the SISM requirements before responding.*
26. Describe in detail how the third-party contractor's services support NCDOT's **Incident Response** policy, guidelines, and standards. Specifically speak to Incident Response Plan Testing (SISM IR-3), Incident Response Plan Testing (SISM IR-3(2)), Incident Handling (SISM IR-4), Incident Monitoring (SISM IR-5), Incident Reporting (SISM IR-6), and Incident Response Plan (SISM IR-8).	*Describe in detail how the third-party's proposed services and solution supports NCDOT's Incident Response policy, guidelines, and standards.* *Please address each of the SISM requirements listed in question #26 in your response. Please review and understand the SISM requirements before responding.*
27. Describe in detail how the third-party contractor's services support NCDOT's **Contingency Planning** policy, guidelines, and standards. Specifically speak to Contingency Planning Policy (SISM CP-1), Contingency Plan (SISM CP-2), Contingency Plan Training (SISM CP-3), Contingency Plan Testing and Exercises (SISM CP-4), Contingency Plan Alternate Storage Site (SISM CP-6), Contingency Plan Alternate Processing Site (SISM CP-7), Information System Backup (SISM CP-9), Testing for Reliability/Integrity (CP-9(1)), and Information System Recovery and Reconstitution (SISM CP-10). i. Describe in detail how the third-party contractor's services recover the system(s) to a known and functional state following an outage, breach, DoS attack, or disaster? [SISM CP-2, SISM CP-9, SISM CP-10] ii. Do the third-party contractor's services have alternate storage and processing facilities? [SISM CP-6, SISM CP-7]. If yes, explain in detail. iii. Does the third-party contractor have service level agreements (SLAs) in place with all third-party service providers including telecommunications providers? [SISM CP-8] iv. Describe in detail the third-party contractor's information systems log recovery capabilities for each of the systems that handle, store, process, transmit, and/or can impact the security and privacy of NCDOT data? v. Provide copies of the Business Impact Analysis (BIA) and Disaster Recovery Plan (DRP) for the third-party's proposed services. Attached are templates.	*Describe in detail how the third-party's proposed solution supports NCDOT's **Contingency Planning** policy, guidelines, and standards and provide copies of the third-party's PIA and BIA.* *Please address each of the SISM requirements listed in question #27 in your response. Please review and understand the SISM requirements before responding.* *Please respond to sections i – v.*

NCDIT-T_Business_Impact_Analysis_(BIA) NCDIT-T_Disaster_Recovery_Plan_(DRP)_	
28. Describe in detail how the third-party contractor's services support NCDOT's **Configuration Management** policy, guidelines, and standards. Specifically speak to Configuration Management Policy (SISM CM-1), Baseline Configuration (SISM CM-2), Configuration Change Control (SISM CM-3), Security Impact Analysis (SISM CM-4), Access Restrictions for Change (SISM CM-5), Configuration Settings (SISM CM-6), Least Functionality (SISM CM-7), Information System Component Inventory (SISM CM-8), Automated Unauthorized Component Detection (SISM CM-8(3)), Configuration Management Plan (SISM CM-9), Software Usage Restrictions (SISM CM-10), Separation of Duties (SISM AC-5), Remote Access (SISM AC-17), Timely Maintenance (SISM MA-6), Continuous Monitoring (SISM CA-7), Flaw Remediation (SISM SI-2), Malicious Code Protection (SISM SI-3), System Development Life Cycle (SISM SA-3), and Developer Configuration Management (SISM SA-10). i. Provide a copy of the third-party contractor's Change Management Policy, Standards and Procedures. ii. Provide a copy of the third-party contractor's Configuration Management Plan, Policy, Standards and Procedures. iii. Does the third-party contractor's change management capability include a fully functioning Change Advisory Boards (CAB)/ Technical Review Boards (TRB)? iv. Does the third-party contractor have and use development and/or test environments to verify changes before implementing them in the production environment? v. Within the third-party contractor's proposed solution, are all products and services still actively supported? vi. Does the third-party contractor have a lifecycle management plan that ensures products are updated before they reach the end of life? vii. Provide a copy of the third-party contractor's Security Impact Analysis (SIA) for the third-party's proposed solution. Below is a Security Impact Analysis template (SISM CM-4). NCDIT-T_Security_Impact_Analysis_(SIA)_	*Describe in detail how the third-party's proposed services and solution supports NCDOT's **Configuration Management** policy, guidelines, and standards.* *Please address each of the SISM requirements listed in question #28 in your response. Please review and understand the SISM requirements before responding.* *Please respond to sections i – vii.*

29. Describe in detail how the third-party contractor's services support NCDOT's **System and Communications Protection** policy, guidelines, and standards. Specifically speak to Policy (SISM SC-1), Application Partitioning (SISM SC-2), Information in Shared Resources (SISM SC-4), Denial of Service Protection (SISM SC-5), Boundary Protection (SISM SC-7), Transmission Confidentiality and Integrity (SISM SC-8), Network Disconnect (SISM SC-10), Cryptographic Key Establishment and Management (SISM SC-12), Cryptographic Protection (SISM SC-13), Public Key Infrastructure Certificates (SISM SC-17), and Mobile Code (SISM SC-18).	*Describe in detail how the third-party's proposed services and solution supports NCDOT's **System and Communications Protection** policy, guidelines, and standards.* *Please address each of the SISM requirements listed in question #29 in your response. Please review and understand the SISM requirements before responding.*
30. Describe in detail how the third-party contractor's services support NCDOT's **Identification & Authentication** policy, guidelines, and standards. Specifically speak to Access Control (SISM AC-1), Account Management (SISM AC-2), Automated System Account Management (SISM AC-2(1)), Removal of Temporary / Emergency Accounts (SISM AC-2(2)), Disable Inactive Accounts (SISM AC-2(3)), Automated Audit Actions (SISM AC-2(4)), Access Enforcement (SISM AC-3), Information Flow Enforcement (SISM AC-4), Separation of Duties (SISM AC-5), Least Privilege (SISM AC-6), Unsuccessful Logon Attempts (SISM AC-7), System Use Notification (SISM AC-8), Session Lock (SISM AC-11), Pattern-Hiding Displays (SISM AC-11(1), Session Termination (SISM AC-12), Remote Access (SISM AC-17), Remote Access Automated Monitoring / Control (SISM AC-17(1)), Remote Access – Protection of Confidentiality / Integrity Using Encryption (SISM AC-17(2)), Remote Access – Managed Access Control Points (SISM AC-17(3)), Remote Access – Privileged Commands / Access (SISM AC-17(4)), Access Control for Mobile Devices (SISM AC-19), Access Control for Mobile Devices – Full Device / Container- Based Encryption (SISM AC-19(5)), Use of External Information Systems (SISM AC-20), Use of External Information Systems – Limits on Authorized Use (SISM AC-20(1)), Information Sharing (SISM AC-21), and Publicly Accessible Content (SISM AC-22).	*Describe in detail how the third-party's proposed services and solution supports NCDOT's **Identification & Authentication** policy, guidelines, and standards.* *Please address each of the SISM requirements listed in question #30 in your response. Please review and understand the SISM requirements before responding.*
31. Describe in detail how the third-party's services support NCDOT's **Media Protection** policy, guidelines, and standards. Specifically speak to Policy (SISM MP-1), Media Access (SISM MP-2), Media Marking (SISM MP-3), Media Storage (SISM MP-4), Media Transport (SISM MP-5), Media Sanitization (SISM MP-6), Media Use (SISM MP-7), and Media Use – Prohibit Use Without Owner (SISM MP-7(1)).	*Describe in detail how the third-party's proposed services and solution supports NCDOT's **Media Protection** policy, guidelines, and standards*. *Please address each of the SISM requirements listed in question #31 in your response. Please review and understand the SISM requirements before responding.*
32. Describe in detail how the third-party contractor's services support NCDOT's **Personnel Security** policy, guidelines, and standards. Specifically speak to Policy (SISM PS-1), Position Risk Designation (SISM PS-2), Personnel Screening (SISM PS-3), Personnel Termination (SISM PS-4), Personnel Transfer (SISM PS-5), Access Agreements (SISM PS-6), and Third-Party Personnel Security (SISM PS-7).	*Describe in detail how the third-party's proposed services and solution supports NCDOT's **Personnel Security** policy, guidelines, and standards.* *Please address each of the SISM requirements listed in question #32 in your response. Please review and understand the SISM requirements before responding.*

33. Describe in detail how the third-party contractor's services support NCDOT's **Risk Assessment** policy, guidelines, and standards. Specifically speak to Policy (SISM RA-1), Security Categorization (SISM RA-2), Risk Assessment (SISM RA-3), Vulnerability Scanning (SISM RA-5), Vulnerability Scanning – Update Tool Capability (SISM RA-5(1)), Vulnerability Scanning – Frequency of Updates (SISM RA-5(2)), and Vulnerability Scanning – Privileged Access (SISM RA-5(5)).	*Describe in detail how the third-party's proposed services and solution supports NCDOT's **Risk Assessment** policy, guidelines, and standards.* *Please address each of the SISM requirements listed in question #33 in your response. Please review and understand the SISM requirements before responding.*
34. Describe in detail how the third-party contractor's services support NCDOT's **Physical & Environmental Protection** policy, guidelines, and standards. Specifically speak to Policy (SISM PE-1), Physical Access Authorizations (SISM PE-2), Physical Access Control (SISM PE-3), Access Control for Transmission Medium (SISM PE-4), Access Control for Output Devices (SISM PE-5), Monitoring Physical Access (SISM PE-6), Monitoring Physical Access – Intrusion Alarms (SISM PE-6(1)), Visitor Access Records (SISM PE-8), Power Equipment and Cabling (SISM PE-9), Emergency Power (SISM PE-11), Fire Protection (SISM PE-13), Fire Protection – Automatic Fire Suppression (SISM PE-13(3)), Delivery and Removal (SISM PE-16), Alternate Work Site (SISM PE-17), and Location of Information System Components (SISM PE-18).	*Describe in detail how the third-party's proposed services and solution supports NCDOT's **Physical & Environmental Protection** policy, guidelines, and standards.* *Please address each of the SISM requirements listed in question #34 in your response. Please review and understand the SISM requirements before responding.*
35. When Critical or High software vulnerability are identified and patching is not an option, what **Continuous Monitoring** activities does the third-party perform to maintain visibility and identify if the known vulnerabilities been exploited? i. How does the third-party contractor track known vulnerabilities that cannot be remediated? ii. Submit a Corrective Actions Plan (CAP) that identifies all third-party contractor vulnerabilities and security controls that do not comply with or meet the intent of the security requirements established in the State of North Carolina Statewide Information Security Manual (SISM). The CAP template can be found here: https://it.nc.gov/documents/files/corrective-action-plan-template-v1/open The CAP instructions can be found here: https://it.nc.gov/documents/files/corrective-action-plan-instructions/open	*Third-party provides a comprehensive response here. Please review and understand the SISM requirements before responding.*

36. Policies, Procedures, and Training

The third-party contractor must indicate the status of their policies, standards, and procedures coverage.

To answer "**Yes**" to a policy, it must be fully developed, documented, and disseminated; and it must address purpose, scope, roles, responsibilities, management commitment, coordination among entities, and compliance. A single policy document may address more than one family provided the requirements of each "1" are fully addressed.

Third-party contractors must establish their own set of policies, standards, and procedures. They cannot be inherited from a leveraged system or service provider. Any exceptions and/or missing policy and procedure elements must be explained in comments section.

Family	Policy		Standards		Procedures		Document Title, Version, and Last Review Date	Comments
	Yes	No	Yes	No	YES	No		
Access Control [SISM AC-1]							Policy: Standards: Procedures:	
Awareness & Training [SISM AT-1]							Policy: Standards: Procedures:	
Audit & Accountability [SISM AU-1]							Policy: Standards: Procedures:	
Security Assessment & Authorization [SISM CA-1]							Policy: Standards: Procedures:	
Configuration Management [SISM CM-1]							Policy: Standards: Procedures:	
Contingency Planning [SISM CP-1]							Policy: Standards: Procedures:	
Identification & Authentication [SISM IA-1]							Policy: Standards: Procedures:	
Incident Response [SISM IR-1]							Policy: Standards: Procedures:	
Maintenance [SISM MA-1]							Policy: Standards: Procedures:	
Media Protection [SISM MP-1]							Policy: Standards: Procedures:	

Family	Policy		Standards		Procedures		Document Title, Version, and Last Review Date	Comments
	Yes	No	Yes	No	YES	No		
Physical & Environmental Protection [SISM PE-1]							Policy: Standards: Procedures:	
Personnel Security [SISM PS-1]							Policy: Standards: Procedures:	
Risk Assessment [SISM RA-1]							Policy: Standards: Procedures:	
System & Services Acquisition [SISM SA-1]							Policy: Standards: Procedures:	
System & Communications Protection [SISM SC-1]							Policy: Standards: Procedures:	
System & Information Integrity [SISM SI-1]							Policy: Standards: Procedures:	
Planning [SISM PL-1]							Policy: Standards: Procedures:	

ATTACHMENT K: APPLICATION/SERVICE RESILIENCY SIGNOFF (ATTACHED)

NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY – TRANSPORTATION

NC DIT NORTH CAROLINA DEPARTMENT OF INFORMATION TECHNOLOGY
TRANSPORTATION

Application / Service Resiliency Signoff (ARS)

This Demand Response Scheduling service has been determined to be **Statewide Critical.** Offerors are therefore required to provide the **Maximum Tolerable Downtime (MTD)**, and a **Recovery Point Objective (RPO)** with a bid submission. *Use hours. As one day may mean 8 hours & or 24 hours, etc.*

Disaster Recovery requirements are:	
Criticality level	**Statewide**
Maximum Tolerable Downtime (MTD)	**xx hours**
Recovery Point Objective (RPO)	**xx hours**
Offeror Signature:	

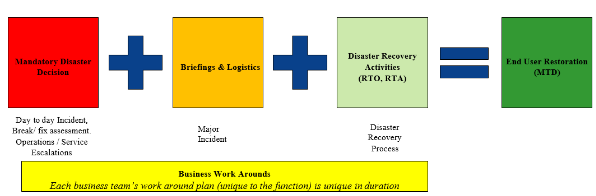
Definitions;

Statewide Critical: From an information technology perspective, in the agency's opinion, the loss of this application/ service will have a direct impact to statewide core functions, processes and/or activities. The loss may also impact a large portion of the State's population).

MTD: The maximum number of hours for which it is acceptable that a function can be interrupted following a continuity event. (FEMA *See*, Recovery Time Objective; Maximum Acceptable Outage)

MTD Clarification; Represents the total amount of time leadership are willing to accept for a mission/business process outage or disruption including all impact considerations. Further, while RTO - Recovery Time Objective is required to recover the IT Application / system, MTD includes RTO plus (if) business work arounds exist that would apply in the early stages of an outage prior to a disaster declaration.

MTD is made up of 2 components, RTO plus business work arounds.



RPO: Recovery Point Objective = The point in time to which systems and data must be recovered following an adverse event, e.g. the last completed transaction or the point immediately before the last backup commences. Also known as the Critical Data Point.

RPO Clarification: Age of the data to be restored to, once the application / system is recovered in the DR environment & made available to the business. For example, 8 hours, means the data is "8 hours older than the time the incident occurred.