Transit Software Solution

North Carolina Department of Transportation (NCDOT)

Request for Proposal | 54-12008772-CM

June 19, 2023

Submitted by Via Mobility, LLC

(A wholly owned subsidiary of Via Transportation, Inc.)

Proprietary and Confidential Information

Via Mobility, LLC's ("Via") response and all supporting documentation, including associated exhibits and appendices, contain confidential information exempt from disclosure under the North Carolina Public Records Law, Chapter 132 of the North Carolina General Statutes ("N.C.G.S."). The confidential materials include, but are not limited to, information relating to the pricing of Via's services, back-end application processes, proprietary algorithms, unique business methodologies, entity officer and member details, market positioning, third party reference information, compliance efforts, and sensitive information on key performance indicators. This information is exempt from disclosure under several provisions of N.C.G.S., including but not limited to N.C.G.S. 132-1.2(1) (as information that constitutes a trade secret as defined in N.C.G.S. 66-152(3), is designated as such, is proprietary to Via, and is disclosed to a public agency or political subdivision in connection with a bid, application, and proposal). Accordingly, we request that your office maintain the confidentiality of Via's response and provide Via with timely notice of any third party's request for these materials prior to production by contacting compliance@ridewithvia.com.

Brennon Fuqua	Marc Clifford	Chris Peoples
Director	Deputy CIO	Chief Operating Officer
DocuSigned by: Brennon Fuqua F21F90D3B0CA4AF...	DocuSigned by: Marc Clifford D6EE99572D6D43B...	DocuSigned by: 383C434421994A4...
02/13/2025	02/13/2025	02/13/2025

Via Mobility, LLC
(a wholly owned subsidiary of Via Transportation, Inc.)
10 Crosby Street, Floor 2
New York, NY 10013

Subject: Request for Proposal (RFP) Transit Software Solution (54-12008772-CM)
To: North Carolina Department of Transportation (NCDOT)
Attn: Christie Murphy, Business Relations Manager

Dear Ms. Murphy,

We are excited to propose our transit software solution for the North Carolina Department of Transportation and its Demand Response Operators (DROs). Via and NCDOT share a similar vision: one where public transit highlights continual growth through the latest technologies and innovations, as well as emphasizes cross-agency collaboration. As such, we propose to leverage our superior technology to deliver seamless and coordinated demand response services across North Carolina.

Via is the world's leading provider of TransitTech solutions, including microtransit, paratransit, senior transportation, and Non-Emergency Medical Transportation (NEMT). We partner with more than 650 cities, transit agencies, and Departments of Transportation across the globe, providing route and utilization optimizing software that improves efficiency, rider experience, and accessibility. The result is more mobility with fewer vehicles, fewer miles traveled, and fewer dollars spent.

Via has extensive experience providing and improving demand response services for partners by providing the best technology, paired with comprehensive and genuine partner support. We already have a strong and growing presence throughout North Carolina and have worked closely with a number of urban, suburban, and rural communities that once operated demand response services on legacy solutions to evolve their transit software to the next level. In opting to switch to Via's platform, our partners see meaningful improvements in every facet of their service, including:

Operations. Riders who love the service become regular customers, meaning that we will drive both immediate and long-term ridership growth for participating DROs. On average, Via **increases ridership by 20%** when replacing traditional dial-a-ride services.

Efficiency. For partners like **Golden Empire Transit** (GET) in Bakersfield, California and **High Valley Transit**, in Utah we power commingled paratransit, microtransit, and NEMT through a single, unified technology platform. **GET saw a 20% increase in shift efficiency** using Via's commingling capabilities.

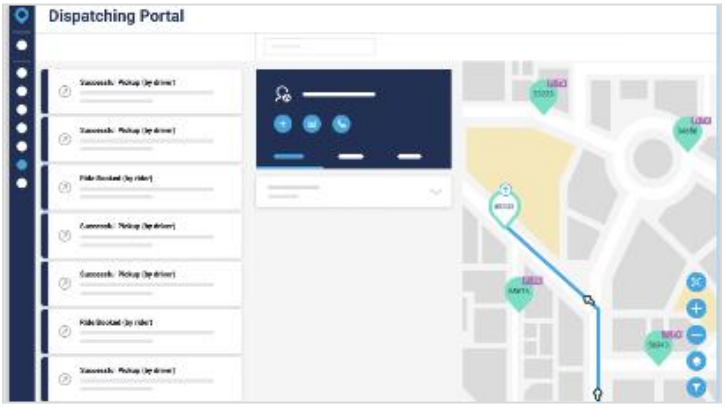
Customer Experience. Riders will love using DROs' upgraded services because Via makes public transit the most convenient, accessible, and reliable transportation option. Our services **reduce wait times by 63%** on average when extending or replacing a fixed route.

Cost Effective. Via's platform has proven to be more cost effective than our competitors. A study conducted by NC State University and sponsored by NCDOT on microtransit pilots in North Carolina showed that Via-powered services served significantly larger riderships at lower costs: our deployment in Wilson had **35 times more average monthly riders** than the next best non-Via deployment, at only a **quarter of the cost per passenger**.

We strongly believe that we are best equipped to fulfill NCDOT and North Carolina DROs' needs and deliver a successful solution. Our proposal is centered on:

Best-in-class Software

Our software is designed to address all of NCDOT's key priorities. Our proprietary algorithms are designed to provide operators full control over optimizing ridesharing, increasing vehicle utilization, reducing travel time and vehicle miles traveled (VMT), and efficiently serving riders. Our rider and driver apps are fully accessible and designed to deliver a high-quality experience allowing for the introduction of features like electronic bus passess and real-time trip visibility.



The Via Operations Console (VOC) allows operators to seamlessly manage their demand response transit networks. We provide solutions to manage rider eligibility across multiple services, a seamless analytics portal designed for reporting requirements, and a host of automated and manual tools for the scheduling and management of vehicle fleets, drivers, and trips. In addition, our technology is specifically designed to enable users to seamlessly transition from legacy systems to our more advanced platform.

Integration Capabilities for Whole Network Success

The Via platform can support a range of mobility services on a single unified operating system, allowing for commingled and multi-modal transit operations across on-demand microtransit, ADA-paratransit, senior transport, NEMT, school bus, and fixed route. We also bring significant experience integrating our software with other transit networks and operators. This allows partners to benefit from more cost-efficient commingled operations as well as a unified solution for operations, data management, and reporting. Finally, we also bring direct experience rolling out our technology services state-wide, providing technology and services at large scales like we do for NEORide (in Ohio, Arkansas, and West Virginia), Virginia Dept of Rail and Public Transportation (DRPT), and Vermont Agency of Transportation (VTrans).

Proactive Partnership Model

Via invests in service evolution and growth for every one of our partners. Our dedicated Partner Success Managers (or Project Managers) will be the participating DRO's primary point of contact and will be fully committed to meeting all of their needs and ensuring the success of their service. Our experienced in-house Community Engagement and Marketing teams can provide guidance on launch and rider engagement strategies, public relations, creative asset development, and foster strong partnerships with community organizations. In particular, Via has a team of 40 marketing, digital advertising and design experts that specialize in transit marketing, including expertise in commuter, student, disabled, senior, and unbanked rider communities. Our teams can create high-touch outreach and in-depth explainer materials: e.g., videos, flyers, signage and user guides for riders.

Additionally, to show our commitment to NCDOT's success in managing North Carolina DROs, we offer the Department **six free months of Remix Transit** to enable them to visualize the State's fixed route transit network and view demand response trip data for all participating DRO's in one platform.

Deep Commitment to North Carolina

Via maintains a strong presence across North Carolina, and our project team will be deeply familiar with the operational environment, regulatory requirements, and other aspects of powering demand response services in the state. For example, Via currently powers demand responsive services in the cities of Wilson, Charlotte, and Morrisville, collectively serving over 675,000 trips.

Accordingly, Via's team of service planners, partner success managers, and engineers are well-versed in the particularities of North Carolina's public transportation landscape, regulatory environment, and best practices. As illustrated by the below examples, Via has extensive experience partnering with counties and cities across the state to provide reliable, efficient demand response services.

Wilson, NC

In Wilson, our technology and services allowed the City to **increase their ridership by 150%** without having to exceed their initial budget.

Charlotte Area Transit

In Charlotte, after Via replaced a legacy provider, **on-time-performance went up by 10%**. CATS continues to use Remix and the flexibility of Via's demand response software to evaluate innovative multimodal options.

GoCary

In Morrisville, we've helped an average of 250 riders per week connect to local fixed routes and key locations throughout the city called "nodes."

In the pages that follow, we provide detailed information about our proposed solution for NCDOT and the State's Demand Response Operators. We hope this response demonstrates our enthusiasm to partner with the State and welcome any future opportunities to further discuss our proposal.

Sincerely,

DocuSigned by:
Erin Abrams
F89EDB5082754FA...

Authorized Corporate Officer:

Erin Abrams
Manager
Via Transportation, Inc.
Via Mobility, LLC

Authorized Contacts:

Terence McPherson
Partnerships, U.S.
Via Transportation, Inc.
terence.mcpherson@ridewithvia.com

Daniel Lee
Strategy Associate
Via Transportation, Inc.
(888) 501-7511, ext. 4
daniel.lee@ridewithvia.com

A. Signed Execution Page

The following is our completed *Execution Page*, signed by Erin Abrams, an authorized representative of Via Mobility, LLC.

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: Via Mobility, LLC			
STREET ADDRESS: 10 Crosby St, Floor 2		P.O. BOX:	ZIP: 10013
CITY, STATE & ZIP: New York, NY 10013		TELEPHONE NUMBER: (888) 501-7511 Ext. 4	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING: Erin Abrams, Manager		FAX NUMBER:	
AUTHORIZED SIGNATURE: DocuSigned by: Erin Abrams F86ED0B0B2754FA	DATE: 6/15/2023	E-MAIL: procurement@ridewithvia.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,

by DocuSigned by: Brian Watkins C9736C673AAC4D9... (Authorized representative of Department of Transportation).

Brian Watkins

Brian Watkins

B. Table of Contents

C. Description of Offeror (Attachment D)

The following is our completed *Attachment D: Description Of Offeror*, signed by Erin Abrams, an authorized representative of Via Mobility, LLC.

ATTACHMENT D: DESCRIPTION OF OFFEROR

Provide the information about the offeror.

Offeror's full name	Via Mobility, LLC
Offeror's address	10 Crosby St, Floor 2, New York, NY 10013
Offeror's telephone number	(888) 501-7511 Ext. 4
Ownership	☐ Public ☐ Partnership ☐ Subsidiary ☑ Other (specify) Limited Liability Company
Date established	January 17, 2018
If incorporated, State of incorporation.	Delaware
North Carolina Secretary of State Registration Number, if currently registered	N/A
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.	975 (January 1st Global total for parent company Via Transportation, Inc. and affiliates)
Offeror's Contact for Clarification of offer: Contact's name Title Email address and Telephone Number	Daniel Lee Strategy Associate, Via Transportation, Inc. daniel.lee@ridewithvia.com (888) 501-7511 Ext. 4
Offeror's Contact for Negotiation of offer: Contact's name Title Email address and Telephone Number	Daniel Lee Strategy Associate, Via Transportation, Inc. daniel.lee@ridewithvia.com (888) 501-7511 Ext. 4
If Contract is Awarded, Offeror's Contact for Contractual Issues: Contact's name Title Email address and Telephone Number	Daniel Lee Strategy Associate, Via Transportation, Inc. daniel.lee@ridewithvia.com (888) 501-7511 Ext. 4
If Contract is Awarded, Offeror's Contact for Technical Issues: Contact's name Title Email address and Telephone Number	Michael Hutchison Director of Partner Success, Via Transportation, Inc. michael.hutchison@ridewithvia.com (416) 540-9799

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

We are excited to leverage a combination of our best-in-class software solution and expert transportation support to help enhance mobility and access for the many Demand Response Operators (DROs) partnered with NCDOT. For this project, Via proposes our **Software-as-a-Service (SaaS) solution**: a comprehensive technology system to power intuitive and user-friendly demand response services for riders. Our technology, in tandem with our deeply involved partner support services, will help expand mobility across North Carolina's demand response services while maintaining manageable operational and administrative costs.

The Via Platform delivers an automated advanced booking and demand response transit system, with seamless user experiences for riders, drivers, and administrators. Via's industry-leading routing and ride assignment algorithms analyze all trip requests, assign riders to the best-suited vehicle, and group passengers headed in the same direction into efficient shared rides.

Via understands that North Carolina's DROs have different needs that may extend past demand response software. In addition to our SaaS solution, Via offers a variety of optional value-added services that are interoperable with our software. We discuss these at more length in Section O: Supporting Material, which include:

Turnkey Operations: fleet, driver, and service operations all in one solution, powered by the Via platform

Consulting Services: expert recommendations from the world's leading planner, designer, and provider of innovative public mobility systems

Remix: robust and easy-to-use transit network design capabilities, fully integrated with Via's demand response software

Rider Growth Services: comprehensive marketing, strategy, and community engagement to drive incremental growth for demand response services

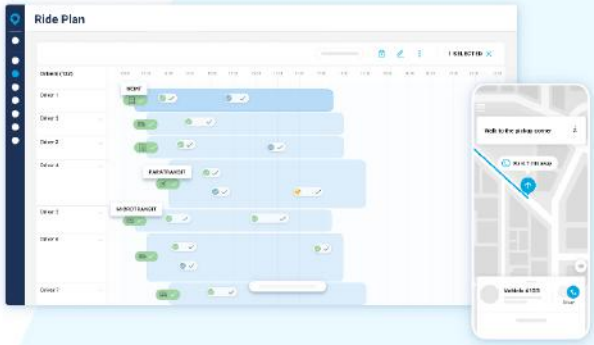
Revenue Support Services: support to unlock additional sources of revenue to fund and expand DROs' services

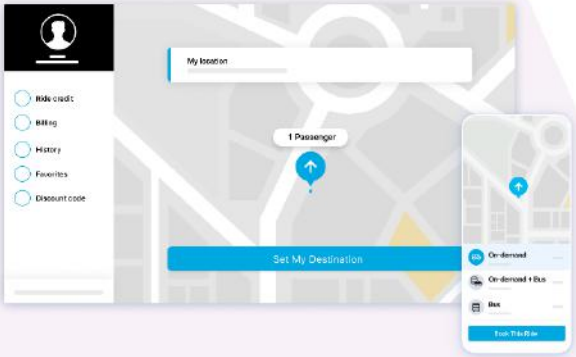
D.1 Demand Response Software Overview

The Via Platform comprises several integrated software modules which together deliver the world's most efficient and intuitive public mobility platform. In the sections that follow, we provide details on each of these modules and how they will power and improve North Carolina's demand response services.

1 Fleet routing and optimization algorithms.

Via's industry-leading routing and ride assignment algorithms analyze all trip requests, assign riders to vehicles, and group passengers traveling in the same direction into shared rides. Our technology dynamically updates routes in response to real-time demand and traffic conditions.



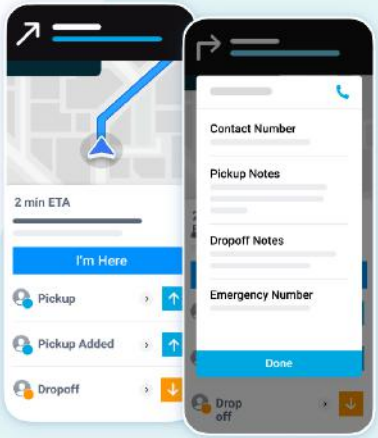


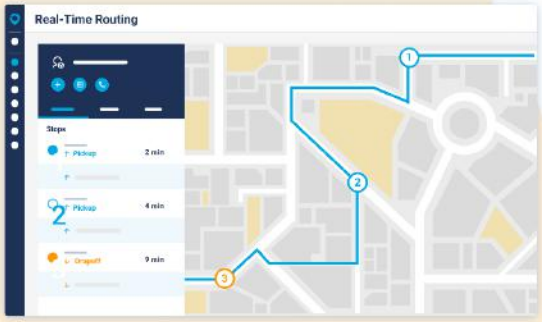
2 Rider App and web booking portal.

Via's Rider App — a mobile application available for free download on iOS and Android devices — allows customers to book pre-scheduled, on-demand, and multimodal trips, track their vehicles, pay for rides, and troubleshoot any issues. Riders without smartphones can book through a web portal, or by calling a customer service agent over the phone.

3 Driver App.

Via's Driver App provides clear visual navigation as well as spoken instructions to guide drivers from stop to stop. Drivers use the app to communicate with system administrators, dispatchers, and customers, while the app transmits live ride data back to the Via system.



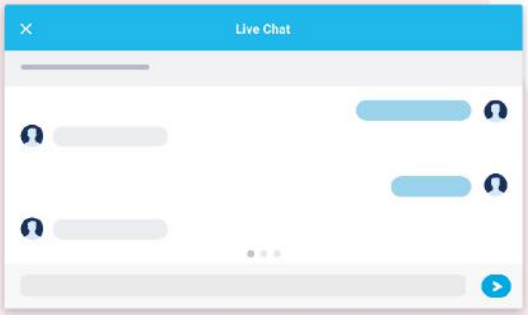


4 Via Operations Center and dispatch interface.

The Via Operations Center (VOC) is a web-based interface where administrators can monitor live operations, manage user accounts, and communicate with customers and drivers. The VOC performs a variety of functions, including checking trip details, adjusting account information, accessing operational data, and more.

5 Data analytics and reporting.

Via leverages sophisticated analytics and data visualizations tools to share operational data with our partners. This interface contains a range of data reports that can be queried and filtered for specific insights, or treated as ongoing dashboards to monitor service performance.



6 Software support and maintenance.

Via partners benefit from regular system upgrades designed to improve all of our global services. Our servers and cloud services are monitored continuously, and a technical support team is on-call 24 hours a day to immediately address issues.

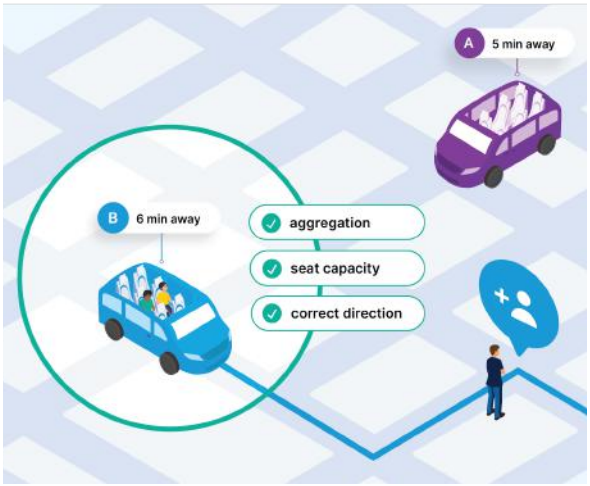
D.2 System Setup and Configuration

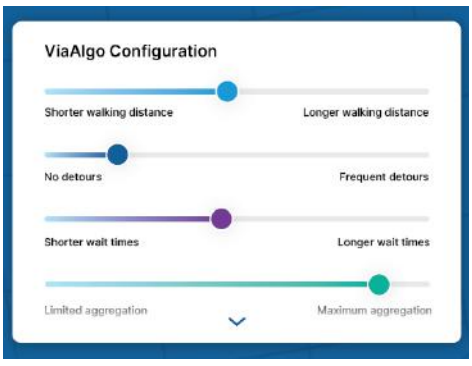
Via's system is **fully capable of configuring multiple service types, including microtransit, paratransit, Non- Emergency Medical Transportation (NEMT), elderly and disabled transportation assistance, rural general public, and employment transportation assistance, all on the same platform while accounting for ADA and other relevant obligations**, such as wait times for pick-up and drop-off windows. In fact, we can even ensure increased overall fleet utilization by commingling services, while adhering to all eligibility and service parameters of each mode. With a large, growing number of integrated specialized and microtransit services, we are the most experienced provider of commingled demand response services. If this is of interest to NCDOT or any North Carolina DROs, we would be happy to further discuss this service configuration and provide additional details.

D.2.1 ViaAlgo

Our proprietary routing, aggregation, and demand prediction algorithms are the foundation of our platform. Our software uses predictive logic to make routing decisions based on historic and real-time traffic speeds and demand data. With machine learning and artificial intelligence, our algorithms become smarter over time, continuously **optimizing pickups, drop-offs, and routing while dynamically updating riders, drivers, and administrators with real-time information.**

When a passenger requests a ride, the algorithm examines the request in relation to other riders traveling to the same general location. It then uses data leveraged from nearly 115 million trips to select the best single vehicle and virtual pickup spot and generate the most efficient route to transport the rider to their destination. The algorithms will dynamically update routes in response to real-time data related to changing traffic conditions. In deployments where customers have integrated our software with the existing public transport network, we can also provide routes to the rider that span multiple modes of transport (e.g., existing fixed route buses, metro services, and on-demand transport).





The algorithms are configurable and can be adjusted on a per deployment and per service-type level to accommodate a diverse and nuanced set of demands. For example, the maximum walking distance from the point of request to the pickup location can be modified depending on a rider's mobility requirements or a partner's preference.

D.3 Operations, Dispatching, and Client Management

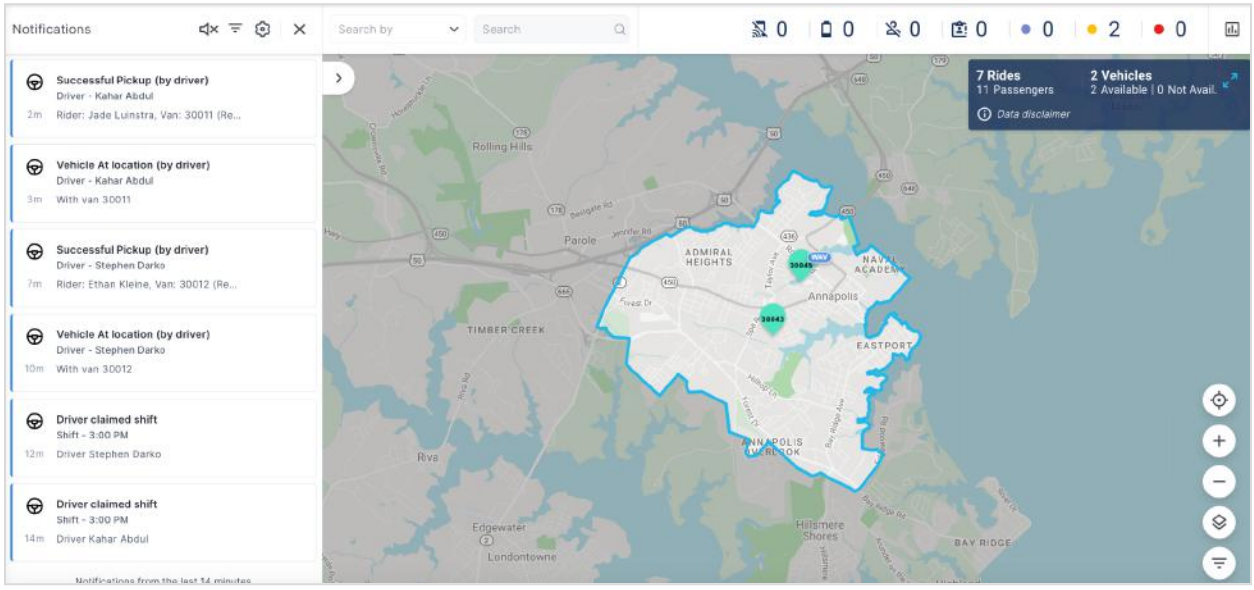
The Via Operations Center (VOC) is the central application designed to manage every aspect of an operator's daily workflow. The console features a set of sophisticated automations designed to minimize the amount of manual intervention necessary by dispatchers, while still preserving the flexibility they need to do their job. The VOC provides customers with best-in-class solutions for:

D.3.1 Real-time Performance Management

The **Via Hub** and **Ride Plan** provide staff a map-based interface to monitor and control their deployment in real-time. This interface displays real-time vehicle location, vehicle load, schedule adherence, driver status, and vehicle status. Notifications alert dispatchers to pending issues giving them the option to let the software automatically resolve or to manually intervene.

Our software leverages real-time speed and location data to continuously optimize for on-time performance. If the software recognizes that a vehicle is running late to a pickup, and there is another vehicle available to reach the pickup quicker, it will automatically reassign the trip and notify the riders and drivers.

If the dispatcher wants to make a manual intervention, the tool provides a simple interface to communicate with riders and vehicle operators, access more information about a rider or trip, and adjust trip parameters as necessary. As an alternative to predetermined question and response options for communication between the dispatcher and vehicle operator, the VOC offers flexible and custom communication features that enables all necessary back-and-forth while ensuring the safety of the vehicle operator while in motion.

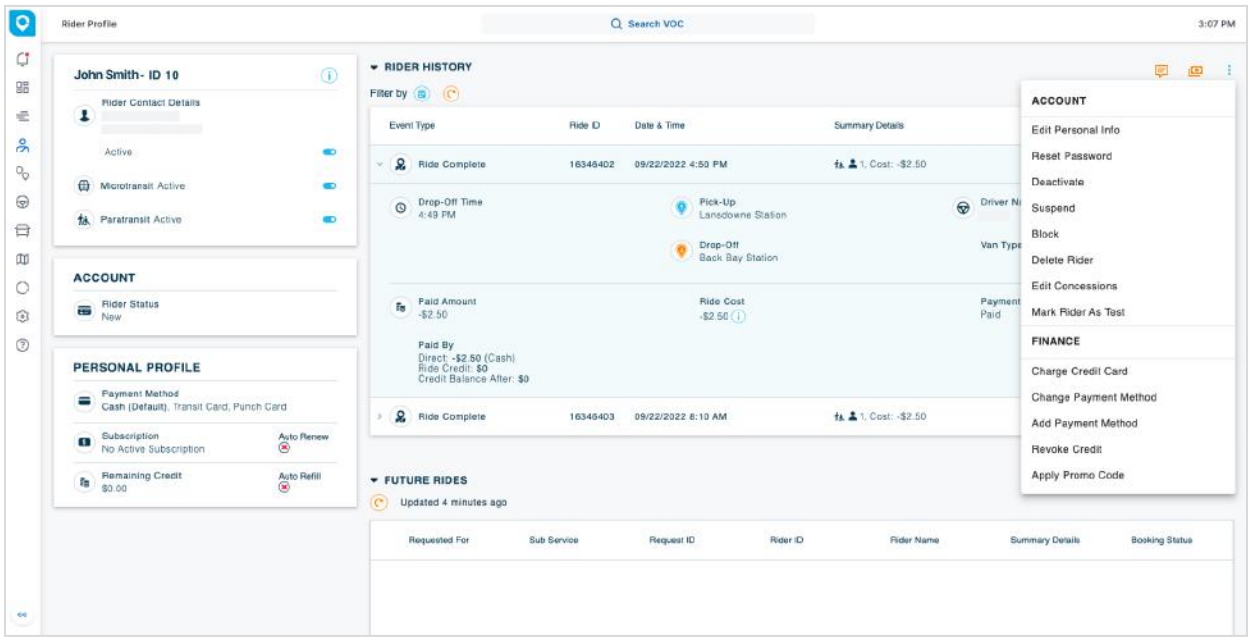


D.3.2. Client Profile & Eligibility Management

Our extensive suite of rider and fleet management features will allow administrators to manage the workflow of their operations including rider management (including manual account creation when necessary), driver management, shift scheduling, and vehicle tracking. Dispatchers can also monitor shift status, visualize shifts across dates and times, and add or edit shifts.

Client Profile Management: The VOC clearly displays rider/client profiles (called "Rider Profiles" in the Via System), each including the rider's status (active, inactive, suspended), trip history, future reserved trips, accessibility and eligibility details, mobility equipment specifications, payment and contact information, and other relevant profile data. Rider Profiles also allow administrators to see which subservices a rider is eligible for and track rider-specific accommodations or "driver notes." Authorized staff can edit information in the customer database or add relevant comments to Rider Profiles at any time.

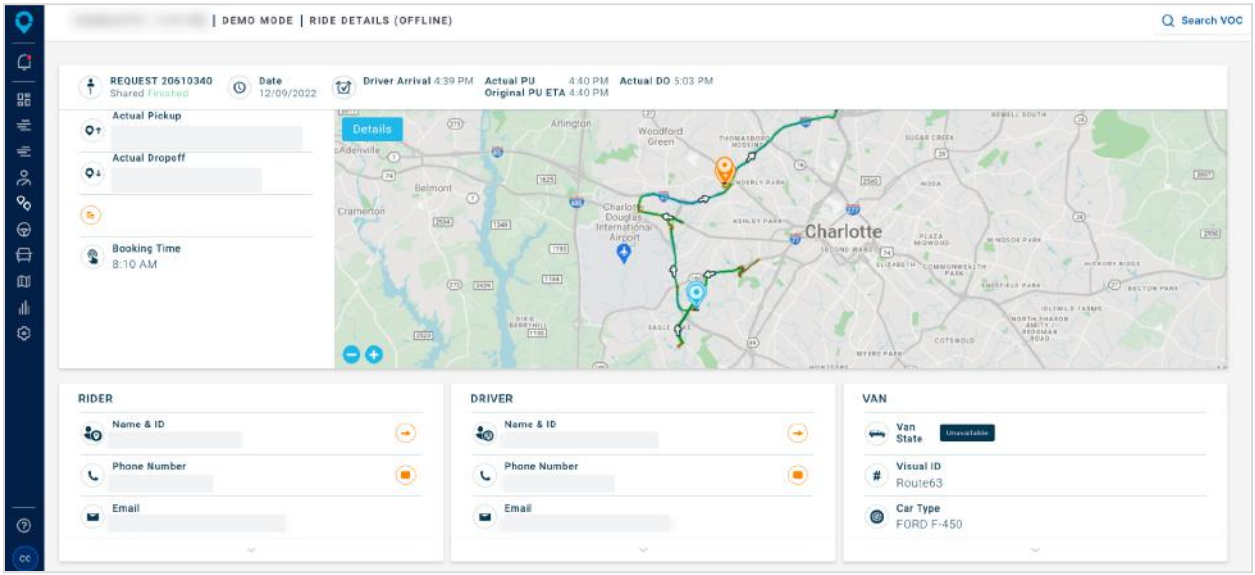
Eligibility Management: Via's eligibility management module is designed to help partners increase application certification speed and volume, reduce review costs, and provide a user-friendly and transparent application experience for riders. Via's platform provides staff with a workflow to review applications, track their status, and move applicants to the next step in the review process. Through these eligibility capabilities, riders can only request rides for which they are eligible. In addition, we are currently developing an advanced eligibility module to account for all potential eligibility use cases, which will be available at no additional cost in 2024.



Example Rider Profile in the VOC

D.3.3 Service Log Management

To enable audits and reviews of dispatching within the VOC, our system logs key actions in a searchable database. In addition, administrators will have access to service replay controls through our map-based ride history visualization feature, which shows sequences for a given trip (as shown below).



D.3.4 Reporting and Data Analytics

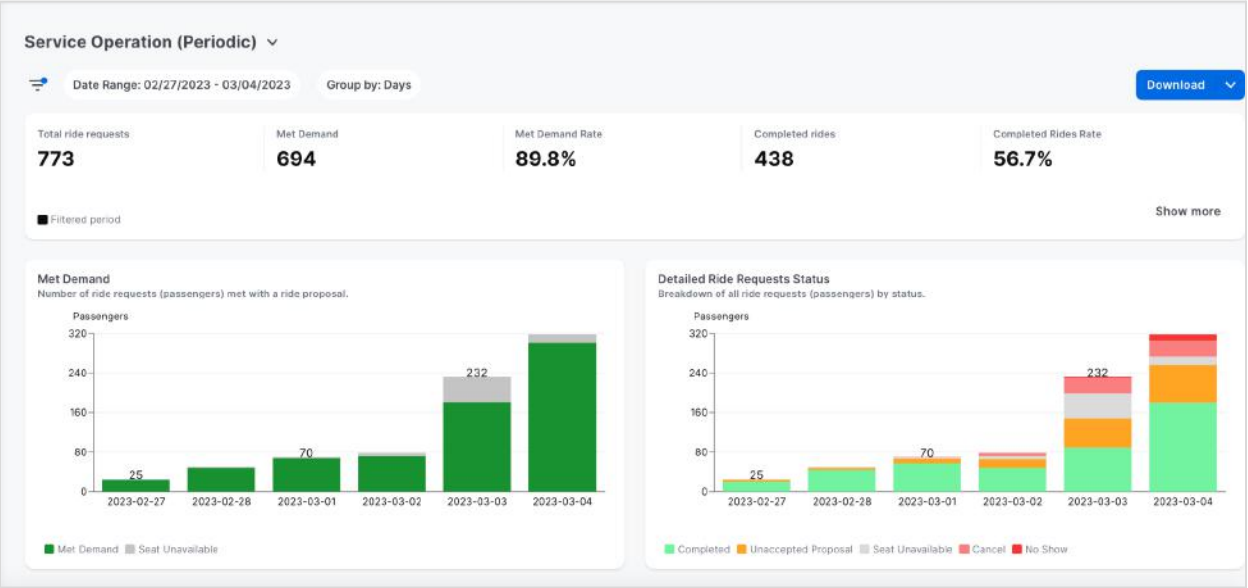
Our world-class in-house Data Science Team has developed sophisticated tools to optimize the performance of our deployments and to help inform our partners' future transportation decisions. Our data is easily exported and can be used to fulfill National Transit database (NTD), Federal Transit Administration (FTA), and Department of Transportation (DOT) reporting requirements as needed. We will leverage our direct experience powering demand response transit services in the state of North Carolina to ensure that DROs can comply with reporting requirements from the State, FTA, and local governing board or municipality.

Reporting is accessed through two interfaces: **Service KPI Dashboards** and **Data Generator Reports**. If desired, we can also provide access to raw data using our Direct Data Access solution which provides a machine-to-machine connection to data tables.

Service KPI Dashboards

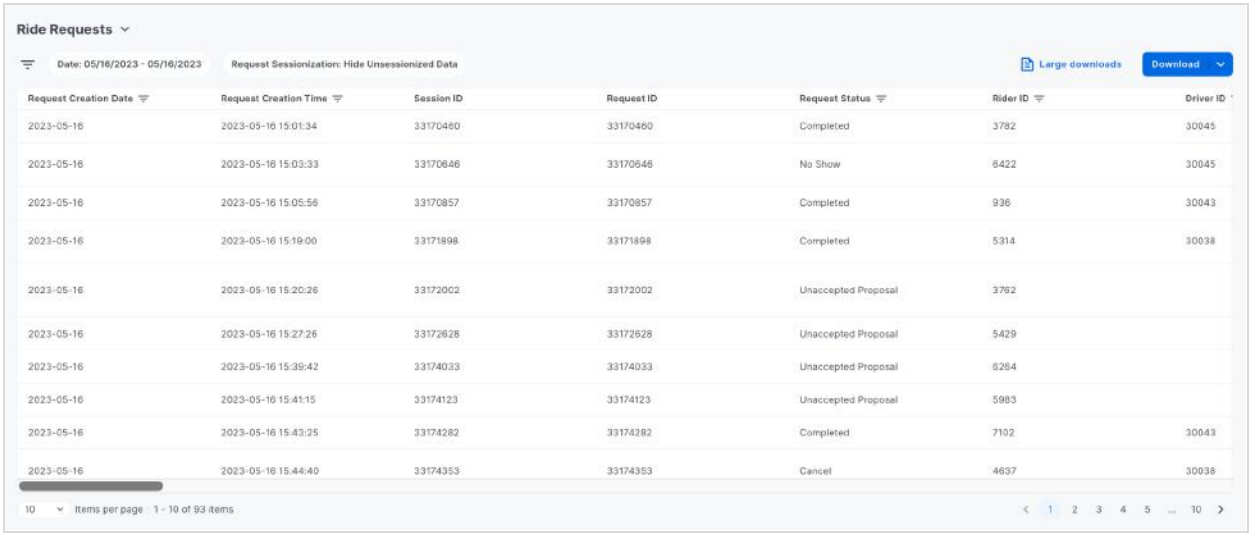
These dashboards function as the central view for service analysis and management. Through this interface, partners can organize and visualize the thousands of data points our system collects every minute based on their unique needs and concerns, and leverage our filtering and grouping tools to generate reports that range from neat and simple to highly complex. These reports ensure that partners understand core service indicators, such as total ridership and on-time performance, and can make data-driven changes to service parameters such as maximum wait time, fleet size,

and/or vehicle supply throughout the day. Further, these tools allow partners to easily measure the efficacy of marketing campaigns and rider engagement strategies to understand what is drawing and keeping riders on the service.



Data Generator

The Data Generator provides more than a dozen raw data tables that will allow DROs to conduct original, granular performance analyses. Staff will be able to organize tables for a detailed view of rider and/or driver activity, trip cost, vehicle information, and more, and pull data for any time period. Further, staff can easily export this data into any data analysis software, such as Microsoft Power BI, to conduct original analysis and create reports that incorporate additional datasets to investigate questions of specific interest. This will enable DROs to gain an understanding of the impact of the service on broader trends, such as the impact on access to jobs or healthcare or a reduction in the use of single occupancy vehicles.



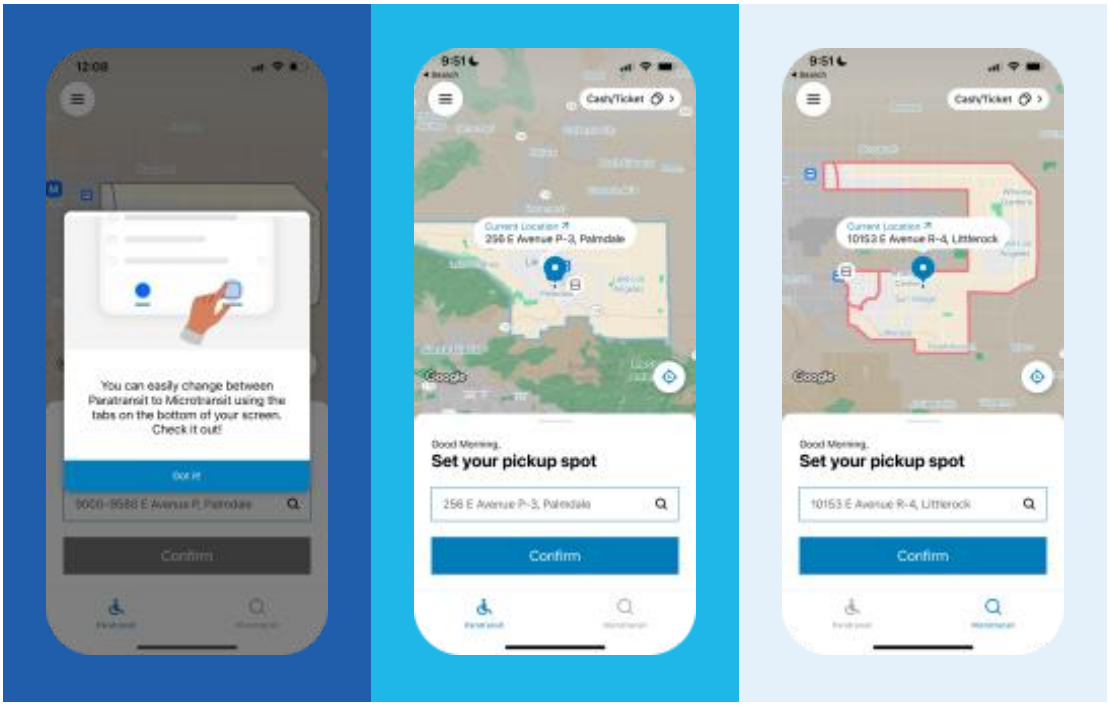
Regulatory Reports

Through the various tools in our reporting suite, we provide our partners with stress-free compliance reporting. As a contractor to numerous recipients and subrecipients of FTA funding, Via understands the importance of federally-mandated reports and the time-intensive process for generating accurate data in all required formats. To minimize compliance reporting and allow our partners to focus on service delivery, we offer DROs pre-built dashboards for FTA and NTD reporting purposes. Based on the service type, funding type, size, or any other contributing factor, our reporting suite will auto-generate all required data fields that DROs may be asked to report over the course of the year. With this information, our system automatically populates these reports with the required service-related data on a monthly and/or annual basis, providing participating DROs with a complete package to directly report to the FTA or other regulators.

In addition to our pre-built reports and on-demand data generation functionalities within the VOC, we offer Direct Data Access (DDA) solutions that can provide DROs with raw service data to process using their own means. Please note that we have included data access for NCDOT for free, while this add-on would come at additional cost to DROs.

D.4 Rider Access, Setup, and Reservations

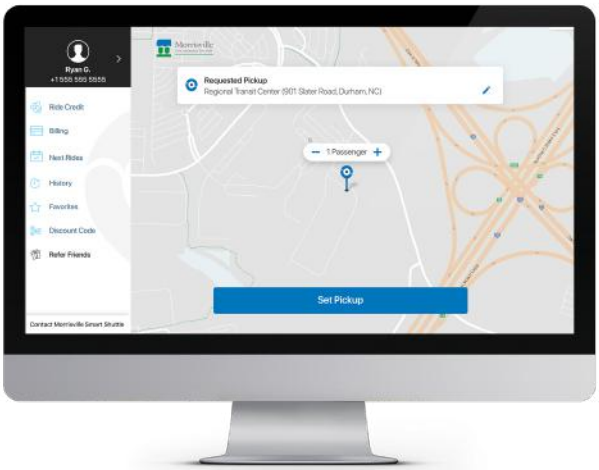
For this project, we will configure a Rider App branded specifically for the DRO and available for free download in both the iOS Apple and Android Google Play stores. For those without smartphone access, we will provide our configured web booking portal, which enables users all the same functionalities as the Rider App on any modern browser. For individuals without smartphones or internet access, or for those who simply prefer additional assistance over the phone, Via's system allows riders to book rides by calling a customer support representative.



Via's simple and customer-friendly Rider App has been downloaded by millions of passengers worldwide and consistently receives glowing reviews. For DROs operating multiple services, their riders will be able to easily toggle between different modes of demand response trips and make requests for the service(s) that they are eligible for (as shown above). Riders can also make minor changes to their booked rides.

A. Rider Registration

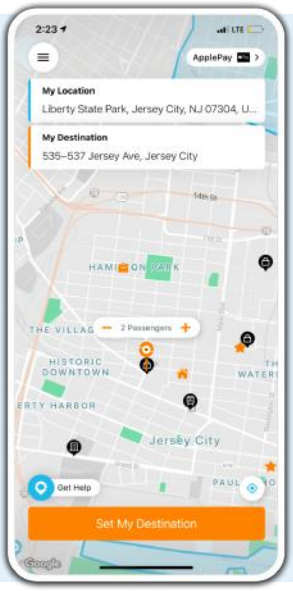
A new rider creates an account by entering required contact information, followed by optional information about their preferred payment methods and accessibility needs. Riders can also use the web booking portal or call a customer support representative to create an account. Riders can continue to make changes to their profile on their own through any of these methods.



B. Pickup and Drop-off Location

Once riders have created an account, upon opening the app or web booking portal, riders will clearly see the geofenced zone(s) in which service is offered and will be invited to set a pickup location. They can then select their desired dropoff location using the following methods:

1. **Riders can type actual addresses** into the map search bar at the top of the app screen and select from the search results.
2. **Riders can scroll across the map**, zoom in on particular locations, and drop a pin.
3. **Riders can choose from a dynamically updated "Recents" list** containing recently-used locations and saved, customizable "Favorites" that appear below the search bar.
4. **Riders can tap on a Point of Interest (POI)** on the map, such as a transit hub, hospital, grocery store, library, or other location, or bring up a list of POIs to select from.

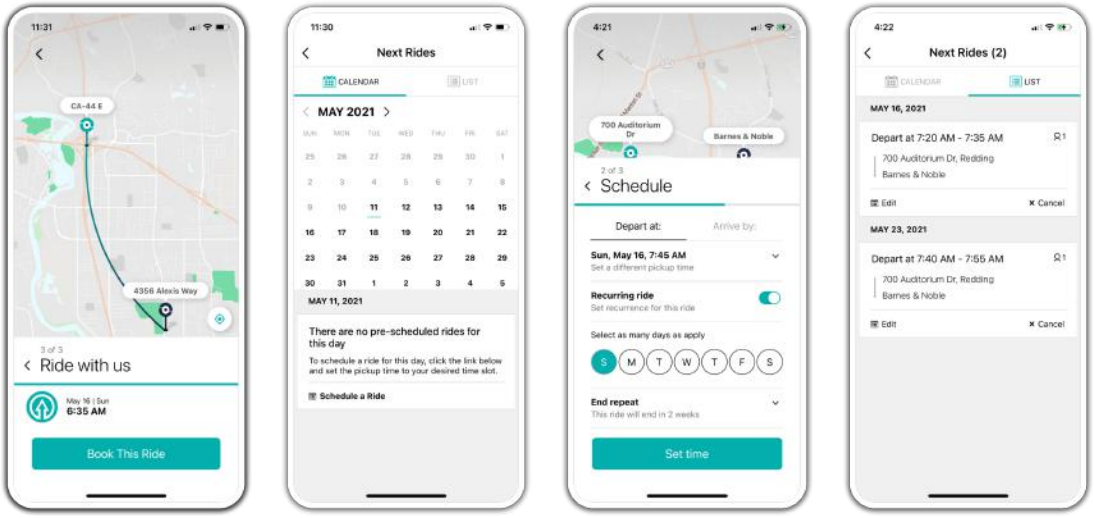


Riders may also have the option to indicate other specifics prior to booking, such as the need for a wheelchair accessible vehicle (WAV), boarding assistance, or a bike rack. Our algorithm will take into account these requests to send a properly equipped vehicle.

Riders can pay for their trips directly through the app using a variety of payment methods depending on the partner's preference such as credit or debit cards, subscription passes, digital transit passes, cash cards, or vouchers. The system can also be configured to allow for cash payment for riders who are unbanked.

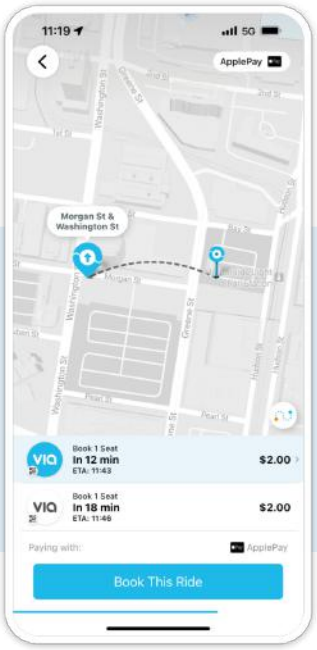
C. Pre-Scheduled Trip Proposal

To book a pre-scheduled trip, riders input their requested trip date, and whether they would like to be picked up or dropped off by their requested time. If the rider wishes to book a recurring trip — for example, every weekday, every Tuesday and Thursday, etc. — they can easily do so with the "Recurring ride" toggle. After inputting their preferences, the rider receives a trip proposal and can tap the "book ride" button to confirm. This flow is shown below.



D. Demand Response Trip Proposal

Once a rider completes a trip request, the Via algorithm performs thousands of calculations to match the request with available seats across the fleet, assigning the rider to a vehicle for a convenient personal trip that also optimizes for efficiency across the entire service.



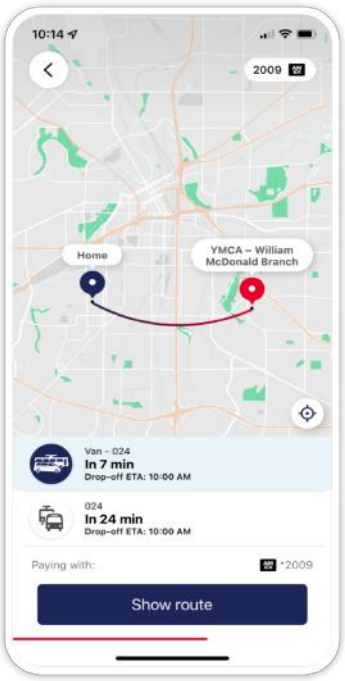
The rider may receive multiple trip proposals, each containing the following:

1. The vehicle's estimated time of arrival (ETA) at the pickup location
2. The pickup and drop-off addresses
3. The trip fare (if applicable)
4. The estimated drop-off time

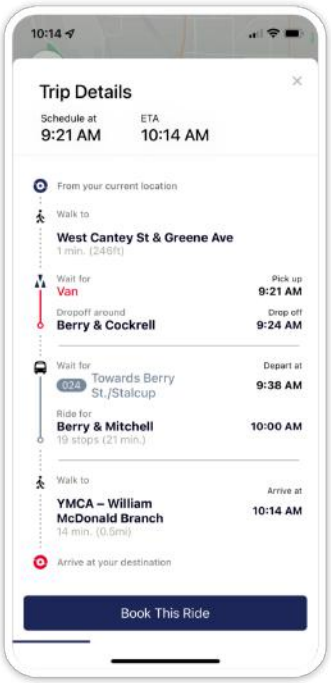
Once presented with potential rides, the customer will select an option and tap the "Book A Seat" button to confirm their ride.

E. Intermodal and Multimodal Trip Planning

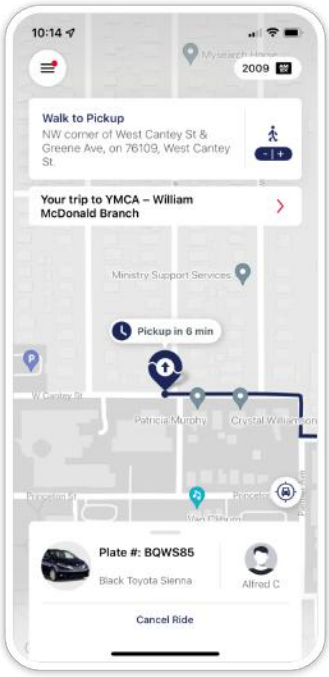
To best integrate into existing transit networks, Via's technology includes intermodal and multimodal capabilities that allow riders to connect to other modes of transportation. Our platform can offer users multimodal planning through integrations with live GTFS feeds, display real-time schedule information about other modes of transportation, and provide customers with multimodal and multi-leg trip proposals. With these features, DROs can drive efficient coordination and seamless connections, thus driving higher ridership across the entire network. This technology can also unlock new ridership by guiding on-demand riders to the region's broader transportation network through multi-leg connections to and from service zones. An example of our booking flow is shown below.



The Rider App searches for connections and offers an intermodal proposal.



The rider can choose to book the intermodal proposal.

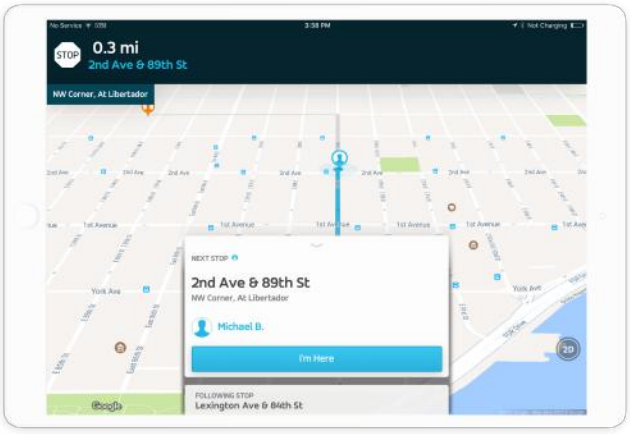


The app then displays real-time trip information.

F. Inbound Interactive Voice Response (IVR)

While the Via platform provides a number of unique rider engagement tools and communication options, we recognize the importance of delivering accessible communication features like interactive voice response (IVR). Via has partnered with Twilio to enable communications and trip booking through a comprehensive IVR solution. We are currently working to significantly improve our IVR solution to vastly improve the user experience, and this new update will be available in 2024 at no additional cost. In our various other comparable deployments, we have found that many of our regular Rider App users have been able to fully access services through our various accessibility features.

D.5 Driver Display Functionality



Our driver application has been developed to make drivers' jobs safer and easier. The app provides a single interface that tracks vehicles using GPS (in lieu of an external Automatic Vehicle Location system) and provides drivers access to information they need before, during, and after their shifts. This includes turn-by-turn navigation, a dynamically updated rider manifest, automated notifications, and "one click" task acknowledgements. If a rider is added to a vehicle's trip, the Driver App will automatically update and reflect to navigate the operator to the new route and pick-up/drop-off points. Real-time location data from the rider and driver apps feeds back into our algorithms, allowing for dynamic optimization of routing and trip assignments.

In-Vehicle Hardware

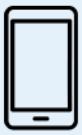
Via's Driver App can easily be installed on any Android or iOS device from the Google Play or Apple App Store. Per the RFP's optional hardware specifications, we have included pricing for **ruggedized tablets** in our cost proposal found in Section G: Cost of Vendor's Offer, which is inclusive of all hardware and installation required for a participating DRO's operational use.

D.6 Marketing and User Communication

D.6.1 Marketing

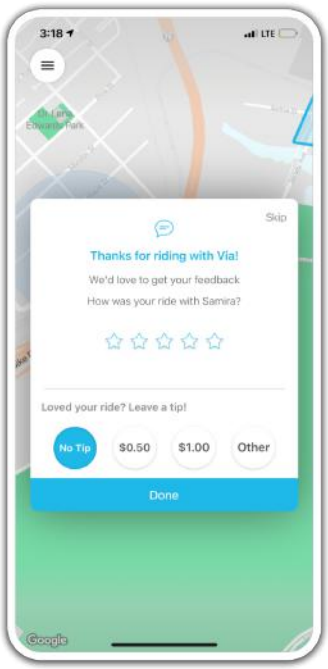
Via's 20+ person in-house Rider Growth team — including marketing, creative, and community engagement experts — specializes in all facets of innovative transit marketing and has driven over one hundred million rides in more than 200 services. Our partners benefit from ongoing, accumulated testing and learnings across many markets, as well as a centralized approach that avoids the frustrations of multiple marketing teams, agencies, and fees.

Via also has extensive experience conducting community outreach and soliciting feedback to ensure that riders with the highest barriers to entry are ready to ride within weeks of launch. Outside of our traditional marketing process, we would be happy to provide participating DROs with community-engagement services to emphasize the consistency, safety, and ease of use of their demand response program.



Via's community outreach efforts have driven success for demand response partners across key metrics like ride-booking rates, Rider App adoption, and support interactions. For example, in our paratransit service with Hampton Roads Transit, app bookings have increased nearly 4x since our app adoption campaign.

D.6.2 User Communication



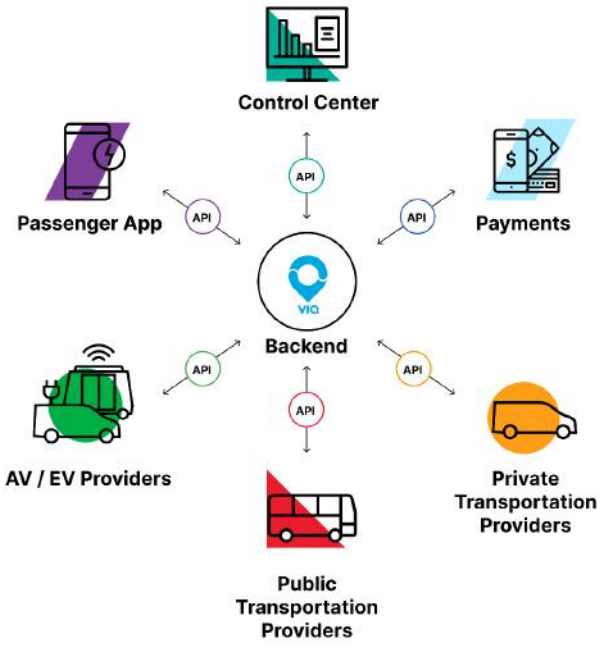
Riders are able to provide real-time and post-trip feedback. A rider who requires immediate support can simply reply to the SMS message received when the vehicle is two minutes away, or the message received when the vehicle reaches the pickup point. The rider's message immediately appears in the Via Operations Center's live view, giving dispatchers the opportunity to resolve any issues using a set of configurable, pre-written responses or custom messages. Phone support is also available.

After a trip, riders can reply to the same SMS messages or they can email service administrators. Additionally, after every trip, riders can assign a rating to their experience and choose from a menu of configurable, pre-selected descriptions correlated to the star rating (or manually input additional detail).

Precise feedback will provide insight into rider preferences, not only enabling dispatchers to respond to particular issues, but also suggesting how the service model itself could be improved. Additionally, custom rider surveys can be deployed to understand specific and recurring rider concerns and gather qualitative data.

D.7 Application Programming Interfaces (API)

Via's platform is designed for a high level of integration; our modular and open architecture is purpose-built for ease of integration with other platforms using our proven APIs. This system architecture reflects our company mission, which is to help our partners manage all transportation modes within a single holistic platform. This vision also animates our product and engineering team's focus on developing world class software products that connect effectively with other technology systems.



Because Via has the largest dedicated development team of any transit technology provider, we have the capacity to deliver high-quality integrations in a short period of time and can address even the most complex integration requirements and architectures. In addition, Via can incorporate third party functionality (e.g., new payment methods, additional transport offerings) within the Via system by integrating with third party APIs, for which we would utilize either available documentation or direct interaction with the third party for solution co-definition. We can accommodate any standard industry practice (e.g. REST API, Webhooks, etc) and data formats (e.g. JSON, XML, CSV, etc).

We typically support three primary integration use cases, as outlined in the table below:

Use Case	Purpose	Example
Fare payment integration	Enable riders to pay for different transportation modes and service types using the same payment methods, all within Via's customer-facing applications.	For our on-demand transit service with King County Metro (Seattle, WA), we integrated with the regional transit ORCA payment system, allowing residents to pay for our service with the same fare payment card they use for Metro bus, light and intercity passenger rail, and water taxi services in the region.
Multimodal trip planning	Allow riders to view information about other modes and plan multi-leg trips within the Via application.	In Berlin, Germany, Via powered a large on-demand public transit service with the Berliner Verkehrsbetriebe. We incorporated data about other local transport modes into our platform, enabling riders to book on-demand trips, review other available services (e.g., bus/metro), and plan multimodal journeys through our white-labeled

		Rider App.
Integration with third-party trip planning systems	Enable riders to book Via-powered trips within external trip planning applications.	Via has several integrations with Transit App, such as in Edmonton, Alberta, Canada and Salt Lake City, Utah, that allow riders in those cities to book demand response Via trips through Transit App.

D.8 Product Roadmap

Via is focused on creating more integrated, multimodal, accessible, and sustainable transit networks by continuing to innovate on the design, capabilities, and comprehensiveness of our software platform and providing it to more communities all over the world. We also continually deploy new enhancements and developments in our software for our existing partners, regularly building out new features in direct response to our on-the-ground experience and feedback from passengers, drivers, dispatchers, and administrators. A selection of considered product enhancements can be found below. Please note this is an indicative roadmap; as an agile software developer, our priority product features and timelines for development may change:

Stage	Rider App	Driver App	Via Operation Center
In development	• Personalized subscription passes • Enhanced verification flow • Comprehensive passenger eligibility management • Pause ride subscription functionality	• Redesigned Driver App menu • Ability to add relevant info: rider travel reason, early no show with configurable reasons	• Partner-specific branding with back-end tools • Displaying estimated demand within the Ride Plan • Agent-to-agent messaging within the VOC • Multi-vendor supply management • Improving user management controls with role configurations

In consideration for the next calendar year	• Allow for multi use case and efficiency, for example:
	  ○ Rider account management improvement
	  ○ Transit network integration
		• Allow for greater driver control, for example:
		  ○ Functionality for vehicle registration, inspections, accident reporting, and more
			• Allow for greater operator management
			  ○ Notification segmentation and task management
			  ○ Updating the VOC landing page with access to the most important KPIs and insights

Planned for the next 3 years	• Allow for greater rider visibility, for example:
	  ○ Customization of Mobility as a Service (MaaS) app – “search by line” functionality for bus and/or train routes
	  ○ Feedback by trip leg
		• Allow for greater driver control, for example:
		  ○ Driver ability to change passenger count
		  ○ Driver ability to see Next Planned Shift in app
		  ○ Driver feedback - provide about ride and rider
			• Allow for greater operator management
			  ○ Sorting the Ride Plan – custom grouping by vehicle, per vendor, and more

Via’s product roadmap over the next 6-12 months already includes more than 50 product upgrades and new features. The majority of these are subtle improvements that will automatically be implemented within all instances of the Via System for our public transit partners. Major product enhancements, such as those in the table above, will be communicated to the Agency prior to implementation, with the opportunity to thoroughly discuss all the new features and workflows. We would also be happy to offer additional training to help administrators, staff, and drivers (if applicable) learn to use new features, if necessary. Via’s baseline solution, and each product upgrade, will continue to be supported over the duration of our partnership with the Agency.

Our partners always have the ability to communicate feedback and service requests to the Partner Success Manager / Via project team on an ongoing basis, over the entire course of each partnership. We take feedback and requests from all our partners seriously; many of our enhancements have come as a result of conversations with our partners (and in some cases, our passengers). Partners are not charged for upgrades, which are applied to systems automatically. At a high level, the top priorities we consider when pursuing enhancements / upgrades are:

1. Upgrades that enhance system stability and security; and
2. Upgrades and enhancements that will benefit multiple systems / services and partnerships or are system- or partner-specific.

D.9 Maintenance and Support Program

Our Service Maintenance Program is designed to provide partners with all the support they will need, not just to ensure successful day-to-day operations, but also to grow ridership, improve the overall efficiency of the service, and secure additional funding to support service expansions.

- **Dedicated Partner Success Manager:** The cornerstone of our Service Maintenance Program is Via's dedicated Partner Success Manager. This assigned Project Manager will be the DRO's key point of contact for the life of the service, providing core support and coordinating the activities of additional Via teams who will contribute to the growth and success of the service. In addition, the DRO will have the support of Via's other dedicated teams, including Marketing, Rider Growth, and our in-house consulting team, Via Strategies (please refer to Section O: Supporting Material for details on this add-on service).

- **Technical Support:** Via will provide 24/7 web and telephone-based technical assistance to DROs via our technical support platform. A rotating team of support engineers is on call at all times to provide direct remote support and resolve any problems that may arise. Further, all servers and cloud services dedicated to this deployment will be monitored continuously. The Via System is highly available, delivering 99.9% uptime (please refer to the Section N for our Service Level Agreement [SLA]).

Incidents are escalated to our 24/7 technical team using a predefined alert protocol, which instantly notifies the on-call member of the team. The technical team member will immediately examine the issue to begin the process of issue resolution and resource allocation. All issues will be resolved based on their level of severity and associated response times, and Via will provide participating DROs with regular status updates on resolution. While uncommon, our team can also provide on-site support, facilitated by the PSM, whenever necessary. For self support, staff will also have access to a database of system knowledge and frequently asked questions.

- **Ongoing Product Upgrades:** Across the life of the service, and at no additional charge, Via will continuously improve our software platform to provide improved efficiency and new product features, based on lessons learned across all of our global deployments. Since Via's operator tools are cloud-based, they are continuously upgraded on a regular basis with new functionality, with no downtime or installation required. This means that each participating DRO will always benefit from Via's ongoing research and development efforts in the form of always up-to-date software. In addition, we look forward to considering our partners' input (communicated through the PSM) to potentially incorporate feedback into new product releases.

Via's community outreach efforts have driven success for paratransit partners across key metrics like ride-booking rates, Rider App adoption, and support interactions. For example, in our paratransit service with Hampton Roads Transit, app bookings have increased nearly 4x since our app adoption campaign.

- **Data Security:** Via follows proven practices for ensuring the security, privacy, and integrity of data in the Via system. All security practices are informed by Via's comprehensive Information Security Management System ("ISMS"), which establishes guidelines for protecting the privacy of non-public information, safeguarding the accuracy of all data, and maintaining the availability of systems that are vital to the operations of Via and our partners.

Via has developed all ISMS policies in accordance with ISO 27001 — an international standard for information risk management — and has received full ISO 27001 certification. The ISMS also reflects cybersecurity practices outlined in the CIS Critical Security Controls ("CSC"), a globally recognized guide for following best practices around data protection. Via complies with all applicable data protection laws in the geographies in which we operate and all regulatory requirements agreed upon with our partners. Please refer to Section E for additional details on our privacy and security policies and practices.

- **Grants and Funding Support:** Via's in-house team of grants and funding experts can work directly with DROs, as well as with neighboring partner entities, community foundations, or non-profits, to develop grant applications, pursue sponsorships from local businesses, and other initiatives to generate additional funding for agencies. We have helped partners around the world access these fundraising channels and would be happy to provide strategic and executional support for our participating DROs.

For instance, Via partnered with Baldwin County, Alabama to develop a winning proposal to the 2019 FTA Integrated Mobility Innovation (IMI) Program. Baldwin County Commission **secured $261,000** to create an on-demand rural transit network tailored to increase access to jobs, schools, and health care appointments.

D.9.1 Quality Assurance

In order to ensure the accountability of our system, deployments, operational performance, and data, Via applies a stringent Quality Assurance (QA) process to each project we undertake. For every new feature or parameter adjustment, we will carefully check our system against the partnering agency's product vision. Our procedures test the quality of the system across several dimensions, including:

- **Quality of product.** We hold our products to very high standards. No code will be deployed before passing the tests that have been developed and adopted by our QA Specialists.
- **Quality of system deployments.** Each deployment is scoped and planned appropriately to ensure all partners are aligned on the necessary steps for the complete delivery of every system component. Throughout project delivery, our team will audit progress towards deliverables, and adjust resources to maintain system quality and ensure on-time roll-out.
- **Quality of operational performance.** Before launching a service, we run simulations to ensure that all automated features, including alerts of service abnormalities, are functioning correctly. Once the service is running, we actively monitor operational performance and respond to any automated performance alerts.
- **Quality of databases.** We have extensive experience in data migration, including the migration of low-quality datasets with hundreds of thousands of data points from an incumbent operator's system into our own platform. We perform extensive data scoping, evaluation, and validation to ensure the quality of the data.

D.10 Business and Technical Specifications

The following is a table of our responses to the business and technical specifications listed in section 3.4 of the RFP, including details on how our technology platform and services meet or exceed NCDOT's various requirements. We look forward to further discussing these specifications with the Department and potentially showcasing our capabilities in a technical demonstration.

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	Via will assign dedicated project teams to work closely with the State, DROs, and the NCDOT Lead Representative for initial implementations and support throughout the term of contracts. Please refer to Section H: Schedule of Offered Solution for details on our proposed project team, as well as how they will support DROs in project management and implementation.
1.a-2	The Vendor assigns responsible and experienced individuals to serve as the Project Manager and Key Project Staff for each implementation.	Core	We understand that the success of any project largely depends on the expertise and responsibility of the team members assigned to the project. Therefore, we make sure to assign highly responsible and experienced individuals to serve as project managers and key project staff for each implementation. Our project managers, also known as Partner Success Managers (PSM), have a wealth of experience in managing projects similar in scope to the one at hand. Additionally, our Key Project Staff are individuals who have been carefully selected for their expertise and experience in implementing and launching our technology and services. They bring a combination of technical know-how and industry best practices to the project, ensuring that it is delivered on time, within budget, and to our partner's satisfaction. Please refer to Section H: Schedule of Offered Solution for additional details on our proposed project 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	For NCDOT's broader project, Michael Hutchison will be the Project Manager to oversee and coordinate all implementations (please see Section P: Additional Supporting Materials of the main proposal for his resume). We will also assign individual Partner Success Managers (PSM) for each participating DRO to ensure success of each service and seamless communications with partners.
1.a-4	The Vendor's Project Manager possesses experience managing demand response scheduling software implementation projects.	Core	Both our broader Project Manager, Michael Hutchison, as well as each of our assigned Partner Success Managers (PSM), have direct experience managing demand response scheduling software implementation projects for Via.
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	For our Project Team, we have recommended two Deputy Project Managers and other Key Staff to facilitate day-to-day implementation and onboarding for DROs as needed. We will assign additional members to DRO Project Teams as needed during launch.
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	Please refer to Section H: Schedule of Offered Solution to see our proposed Key Project Staff for each of these roles.

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	Our PSMs will facilitate regular progress review meetings throughout launch and the term of the contract and share an agenda at least five business days prior with the Agency Project Manager.
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	Core	Our PSMs will discuss and review all the listed topics during regular reviews with DROs throughout launch and the term of the contract.

	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.		
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	Each DRO's dedicated PSM will document minutes for all progress review meetings and submit them for review by the DRO within three business days.
1.b-4	All Key Project Staff relevant to the agenda topics are present during progress meetings or as required by the DRO.	Core	While our dedicated PSM will be present at all progress meetings, we will ensure that select Key Project Staff are present during these meetings when necessary, especially during the launch phase of projects.

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	The PSM will build and maintain a Master Program Schedule (MPS) based on our standard launch schedule (provided in Section H) and tailored to the specific needs of each DRO.
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	Based on an initial proposed MPS, we will work with DROs and NCDOT to determine acceptable timelines for all deliverables.
1.c-3	The Vendor provides a Change Management Plan (CMP) for review and approval by the DROs and the NCDOT Lead Representative.	Core	From our extensive experience managing service and technology transitions to the Via platform, we will provider DROs and NCDOT our tried and tested Change Management Plan (CMP) during the launch process. We will adjust this plan to the specific needs of

			the DRO and submit it for review and approval before any work is initiated.
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	Our CMP will cover critical changes to program stakeholders, change management, risk mitigation procedures, as well as our own change control processes and procedures.
1.c-5	Engineering Change Requests (ECRs) control software changes and updates to approved documents and data.	Core	As our solution is software-based, all changes and updates are subject to Via's discretion to ensure continual improvement of our platform, along with a seamless user experience. PSMs will provide full transparency for all new features with DROs in advance of major releases.
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	While all software changes and updates are subject to Via's discretion, PSMs will discuss any new features with DROs well in advance of new releases.
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	While emergency changes and fixes will be made to Via's discretion, we will inform DROs of any issues and changes that impact their system as soon as possible.
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	Core	Via will provide our standard QA/QC policies and procedures upon initiation of this contract, including all the minimum requirements listed. Please refer to Section D.9.1: Quality Assurance for details on our policies and procedures.

	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		
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	Any damage, defect, error, or inaccuracy of our technology and services will be corrected in a timely manner and Via will bear all costs for the work.
1.c-10	The Vendor maintains an electronic Master Issues List (MIL) to track and manage project issues and action items.	Core	Our PSMs will maintain an electronic Master Issues List (MIL) to track and manage project issues and action items.
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	Our PSMs will identify and update MIL items at regular review meetings and on an ad-hoc basis as necessary.
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	Our PSMs will ensure that the MIL tracks all listed attributes and any others that the DROs require.
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	Core	In addition to the MPS, we will provide an SIP for the DRO's approval prior to the initiation of work.

	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.		
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	Our Launch Team will facilitate all customer record migrations to our system, as we have done for hundreds of our partners. We will provide a CDM plan for migrating customer records according to our own and industry best practices.

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	While we have significant experience developing APIs to connect our platform with other vital third-party applications, all new proposed APIs will need to be scoped before we can commit to any new connections. Upon request, we can provide documentation for any of our existing public APIs.
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	Our solution includes basic IVR capabilities, mobile applications (Rider and Driver apps), customer websites, and other such applications built into our platform. In addition, our system integrates with select platforms using APIs. We would be happy to scope and consider any new integrations proposed by NCDOT or DROs.
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	Core	Many of the listed functionalities are supported directly in the Via platform and do not require an API management solution. We currently have fully-built and readily available APIs to share reservation/trip data and fare payment. In addition, our reporting module enables on-demand exports that enable users to utilize service data in other platforms.

	Include in the proposal examples of APIs and a description of the features and functions supported by existing APIs.		We are excited to share that we are in the process of developing a "marketplace" solution that will allow other providers to build APIs on top of our solution. This will encourage the development of additional integrations and features to fulfill specific use-cases that NCDOT or DROs may have. We look forward to providing additional information as we continue this initiative.

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	Via's SaaS solution is secure, cloud-hosted, and includes administrative software (our Via Operations Center or VOC) to support demand response operations.
3.a-2	A system that reduces the need for manual data entry and duplicative data entry.	Core	Our system is highly automated and reduces the need for manual or duplicative data entry.
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	Our system allows for multiple simultaneous users to access and manage the service through the Via Operations Center (VOC). We will provide DRO staff with as many accounts and access as is necessary.
3.a-4	System security features limiting access to major functions based on assigned roles.	Core	Our system includes role-based access and security, which limits access to major and sensitive functions based on assigned roles.
3.a-5	A fully automated system providing real-time and batch order taking, scheduling, and dispatching for demand response transportation trips.	Core	The Via platform is fully automated and provides real-time and batch order taking, scheduling, and dispatching for demand response trips based on our proprietary algorithm, ViaAlgo. This enables DROs to benefit from the significant efficiency of our automated dispatch software, enabling dispatchers to focus on the more human aspects of their role.

			While our system does enable batch order taking, it is designed to avoid the need for bulk uploads, as riders can request and confirm trips through the Rider App or Web App on their own.
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 failures or impacts normal operations	Core	Our system tracks all of the listed transaction history and shares the date and timestamp of all activities performed by users in the VOC. While the record of all automated system actions and software malfunctions is not available to partners, our PSM can provide our partners with summaries and need-to-know information upon request.
3.a-7	A system with online “Help” that provides support for end users.	Core	All Via platforms include online "Help" that provides support for end users, including the Help Center in the Rider and Driver Apps, as well as built-in 24/7 technical support for the VOC.
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	Via's demand response solution complies with this requirement. Please refer to Section D. Vendor Response to Specifications and Requirements for additional details.
3.a-10	A system that utilizes a recognized relational database management system that allows for mission critical database management capabilities.	Advanced	Via's demand response solution complies with this requirement. Please refer to Section D. Vendor Response to Specifications and Requirements for additional details.
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	VIa's system follows an open architecture design model, enabling other parties to develop integrations with the Via platform. We currently have a Trip API that shares trip and reservation information on demand and we are open to exposing the necessary components of our system to enable NCDOT and DROs to build integrations with these programs.
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	Advanced	Via's demand response solution complies with this requirement. Please refer to Section D. Vendor Response to Specifications and Requirements for additional details.

	coded locations to supplement existing mapping gaps for existing addresses.		
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	Via's demand response solution complies with this requirement. Please refer to Section D. Vendor Response to Specifications and Requirements for additional details.
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	Via's demand response solution complies with this requirement. Please refer to Section D. Vendor Response to Specifications and Requirements for additional details.
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	Via's demand response solution complies with this requirement. Please refer to Section D. Vendor Response to Specifications and Requirements for additional details.

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	Via's client management solution complies with this requirement. Please refer to Section D.3: Operations, Dispatching, and Client Management for additional 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	Core	Via's client management solution complies with this requirement. Please refer to Section D.3: Operations, Dispatching, and Client Management for additional details.

	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		
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	Via's client management solution complies with this requirement. Please refer to Section D.3: Operations, Dispatching, and Client Management for additional 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	Via's client management solution complies with this requirement. Please refer to Section D.3: Operations, Dispatching, and Client Management for additional details.
3.b-5	A system that displays the client's most recent trips, scheduled trips, reservations, canceled trips and no-shows.	Core	Via's client management solution complies with this requirement. Please refer to Section D.3: Operations, Dispatching, and Client Management for additional details.
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	Via's client management solution complies with this requirement. Please refer to Section D.3: Operations, Dispatching, and Client Management for additional details.
3.b-7	A system that tracks customer eligibility status and automatically notify the DROs and clients of upcoming eligibility expirations.	Advanced	Via's system includes eligibility management features, which will track statuses and indicate upcoming eligibility expirations. In addition, we are currently building a comprehensive eligibility module that will provide additional eligibility and conditional eligibility management features and will be available at no additional cost to NCDOT or DROs in 2024.
3.b-8	A system that allows for the assignment of different eligibility levels with different expirations.	Advanced	Via's system allows for assignment of different eligibility levels with different expirations.
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	Via's client management solution complies with this requirement. Please refer to Section D.3: Operations, Dispatching, and Client Management for additional 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	The VOC's Rider Profile contains inputs for all necessary and standard client data to conduct demand response operations. This includes all the items listed in this requirement, except for passenger-specific load time allowance, although we can configure additional inputs for the Rider Profile for each individual deployment. We look forward to working with NCDOT and DROs to accommodate this data, as well as any other information needed.
3.b-11	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	The VOC enables staff to assist riders in applying for demand response eligibility over the phone. We are currently developing a robust customer-facing eligibility module that will enable riders to easily apply for eligibility on their own. This module will directly communicate with the VOC to enable staff to review and approve applications and automatically update client records. Our new eligibility module will be available in 2024 to NCDOT and participating DROs at no additional cost.
3.b-12	A System that automates correspondence with clients through text messages, emails, or pre-recorded phone calls regarding eligibility approvals, expirations, denials, or appeals.	Advanced	Our new eligibility module (available in 2024) will automate correspondence with clients regarding eligibility application updates. We look forward to showcasing this module for NCDOT and participating DROs when it is available for release.
3.b-13	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	Staff will have to create individual profiles for each rider given the volume of information that each profile can record. Our Rider Profiles in the VOC are made to minimize input to enable staff to quickly complete this process whenever necessary.

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	Our system enables easily viewing, creating, modifying, and canceling trips for clients through the Rider App and

			DRO staff through the VOC. Caregivers will have to log-in to the client's account on the Rider App to access these functions on their behalf. We are currently developing a Caregiver App (available in Q1 2024) that will provide caregivers separate access to these functions.
3.c-2	A System that: 1. books same-day trips, 2. schedules standing-order (subscription) trips, 3. accepts advanced reservations	Core	Via's reservation capabilities comply with this requirement. Please refer to Section D.4 Rider Access, Setup, and Reservations for additional 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	Through the Rider App or VOC, both riders and dispatchers can create standing-order trips to be scheduled on a weekly or monthly (based on the calendar day) basis. While our system does not support temporary suspensions of standing-order trips, users can quickly and easily cancel and resubmit standing-order trips whenever necessary.
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	Via's reservation capabilities comply with this requirement. Please refer to Section D.4 Rider Access, Setup, and Reservations for additional 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	Our system generates a confirmation number for each reservation. This number does not change when the trip is revised or canceled, as our system records and displays all change history within the Rider App and VOC.
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	Via's reservation capabilities comply with this requirement. Please refer to Section D.4 Rider Access, Setup, and Reservations for additional details.
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	If a pickup is canceled due to a no-show, the associated drop-off will also be removed from the manifest.
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	Via's reservation capabilities comply with this requirement. Please refer to Section D.4 Rider Access, Setup, and Reservations for additional details.

3.c-9	A system that sends automatic text or phone notifications to clients as a vehicle approaches a location for a pickup.	Core	Via's reservation capabilities comply with this requirement. Please refer to Section D.4 Rider Access, Setup, and Reservations for additional 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	Via's reservation capabilities comply with this requirement. Please refer to Section D.4 Rider Access, Setup, and Reservations for additional details.
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	The Rider App prevents users from booking a trip origin or destination outside of the specified service boundary or hours. The VOC also enables DRO staff to override service hours to book a trip at any time. While staff cannot override service boundaries on demand, they can work with their PSM to add specific Points of Interest (POI) outside the main service zone, where pick-up and drop-offs are permissible, in anticipation of traffic to/from specific locales.
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	The Rider App enables users to select locations without a street address by searching by the location name or placing a pin on a visual map of the service zone.
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	Via's system prevents users from booking a trip if they are suspended. Our upcoming eligibility module (available in 2024) will enable the system to handle specific eligibility cases, like the one described for this requirement.
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	All trips in a subscription standing order are canceled when the original subscription is canceled.
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	As both the Rider App and the VOC enable users to book trips quickly and easily, users can schedule one-way, round, and multi-leg trips with minimal data entry using auto-populating addresses, favorited locations, and recent locations.

3.c-16	The system allows a user to book disconnected legs of a trip.	Core	Via's reservation capabilities comply with this requirement. Please refer to Section D.4 Rider Access, Setup, and Reservations for additional details.
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	Via's reservation capabilities comply with this requirement. Please refer to Section D.4 Rider Access, Setup, and Reservations for additional details.
3.c-18	The system displays all reservations by a rider or address to facilitate individual and/or group cancellations.	Core	Via's reservation capabilities comply with this requirement. Please refer to Section D.4 Rider Access, Setup, and Reservations for additional details.
3.c-19	The system shall shows estimated trip lengths for all trips created.	Core	The Rider App will show multiple options for ride proposals, each including an estimated time of arrival.
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	Via's reservation capabilities comply with this requirement. Please refer to Section D.4 Rider Access, Setup, and Reservations for additional details.
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	Via's reservation capabilities comply with this requirement. Please refer to Section D.4 Rider Access, Setup, and Reservations for additional details.
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	While our system does not automatically generate trip reversals or return trips, users can easily schedule return trips with minimal data entry using auto-populating addresses, favorited locations, and recent locations.
3.c-23	The system provides quick access for a customer's most frequent trip origins and destinations for quick selection during booking.	Advanced	Via's reservation capabilities comply with this requirement. Please refer to Section D.4 Rider Access, Setup, and Reservations for additional details.
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	Advanced	Via's system supports multiple service providers. We can configure separate parameters for each provider based on predetermined factors, including all of the factors listed in this requirement.

	3. Day of the week 4. Time of day 5. Origin and/or destination 6. Nature of rider disabilities and/or physical aids		

d. Scheduling

ID	Client Management 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	Instead of locking recurring trips to specific schedules, drivers, or vehicles, ViaAlgo considers all other active trips and assigns the most optimal vehicle and driver for every trip. However, as we understand the benefits of stability and consistency for select customers, dispatchers can manually assign a ride to a particular driver based on specific instructions included in the Rider Profile notes.
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	Via's scheduling solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
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	Via's scheduling solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
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	Via's scheduling solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
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	ViaAlgo takes into account travel times, live traffic data, and closed roads when assigning on-demand trips. To prevent pick-up and drop-offs at locations of physical barriers, we will work with each DRO during launch to configure pick-up and drop-off locations at suitable corner or curbside locations. These are easily adjustable in response to physical changes.
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	Via's scheduling solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
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	Core	Via's system can export and print physical manifest for drivers. While the layout of the manifest cannot be fully

	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.		customized, we look forward to working with NCDOT and DROs to accommodate their specific needs for this requirement.
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	Via's Rider App can ingest GTFS data (if provided by the DRO) to offer riders multimodal/intermodal trip planning. This feature will show riders fixed route transit information to plan their multi-leg trips. In addition, we can configure the Rider App to clearly show key bus stops using Points of Interests (POIs).
3.d-9	The system provides for manual mapping of addresses if the system map does not recognize an address.	Core	Via's scheduling solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
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	Via's Rider App, Driver App, and VOC all display constantly updated maps based on an open architecture that rely on GPS tracking (as opposed to an AVL) to track the location of riders and vehicles.
3.d-11	The system supports real-time and batch rescheduling.	Core	Via's system continually and automatically reschedules driver routes and manifests based on new and adjusted trips, thus minimizing the need for manual rescheduling. Batch rescheduling is also supported.
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	Via's scheduling solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
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 VOC includes an Unassigned List, which enables dispatchers to hold passenger trips until a pick-up time is finalized.
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	Via's scheduling solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
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	Via's scheduling solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.

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	Specific trips can be pinned by a dispatcher in the VOC so that it is exempt from automated modification. If the trip must be modified manually, the dispatcher can do so as needed.
3.d-17	The system avoids sending a vehicle that does not meet the needs of the passenger’s disability.	Core	Via's scheduling solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
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	Via's scheduling solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
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	Via's scheduling solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
3.d-20	The system allows the DRO to easily add, remove, and modify service boundaries based on service type and driver.	Advanced	PSMs will be highly available to work closely with DROs to add, remove, or modify service boundaries upon request. In order to prevent service disruptions, we limit the ability for partners to adjust service boundaries on their own. We are currently developing features that will enable DROs to modify service boundaries (to a limited extent) on their own.
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	Our system enables configuration based on all the listed parameters. DROs can modify these parameters with the help of their dedicated PSM. We are currently developing features that will enable DROs to modify service parameters (to a limited extent) on their own.

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	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
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	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
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	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
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	The VOC enables dispatchers to override routing and make temporary adjustments to road access on the map due to road construction and traffic pattern changes. For permanent construction and traffic changes, DROs can contact their PSM for assistance.
3.e-5	The system allows dispatchers to schedule driver breaks.	Core	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional 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	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
3.e-7	The dispatching module displays one route at a time or multiple routes.	Core	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.

3.e-8	The system allows the user to display a list of all of the day's scheduled trips for a client.	Core	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
3.e-9	The system allows the dispatcher to manually override each trip's assigned route and pickup or drop-off time.	Core	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
3.e-10	The system allows the dispatcher to override batched trips and manually move them to an alternate route.	Core	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
3.e-11	The system allows users to easily transfer passenger trips from a selected route(s) based on least incremental mileage.	Core	The VOC enables dispatchers to manually transfer passenger trips to another route based on various considerations, including incremental mileage. Please note that the incremental mileage is not displayed in the VOC.
3.e-12	The system provides the number of trips for each route and track driving speed history.	Core	The system tracks and records the number of trips for each route. While driving speed can be viewed live on the Via Hub, our system does not record driving speed history.
3.e-13	The system displays all dispatch activity for any route and allow the dispatcher to add dispatch activity notes.	Core	Dispatch activity can be tracked using the VOC's Activity Management tool. Dispatchers can add notes to specific trips and routes.
3.e-14	The system allows the dispatcher to transfer single trips or a block of trips between vehicles/drivers.	Core	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
3.e-15	The system logs all dispatcher actions and attributes them to the logged in user.	Core	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
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	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.
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	Advanced	The VOC is specially designed to ensure that the dispatching experience is automated, simplified, and efficient, especially when entering and retrieving information. To customize dispatch data

	data views based on the type of dispatching methods performed.		views, dispatchers can use the Filter option in the Ride Plan.
3.e-18	The system allows the DROs to manage unexpected enroute origin and destination changes.	Advanced	DRO dispatchers can manually manage unexpected origin and destination changes through the VOC.
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	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional 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	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional 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	Via's dispatching solution complies with this requirement. Please refer to Section D.2 and D.3 for additional details.

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	Via's Driver App complies with this requirement. Please refer to Section D.5: Driver Display Functionality for additional 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	Our Driver App installed on in-vehicle tablets requires drivers to log-in using their DRO-assigned credential. In addition, we can configure a solution within the Driver App to direct drivers to input odometer readings at the start of every shift.

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	Via's Driver App complies with this requirement. Please refer to Section D.5: Driver Display Functionality for additional details.
3.f-4	The driver display allows the driver to easily scroll through the entire manifest.	Core	Via's Driver App complies with this requirement. Please refer to Section D.5: Driver Display Functionality for additional details.
3.f-5	The driver display allows the driver to: Arrive, perform, cancel, and no-show trips as required by the DROs.	Core	Via's Driver App complies with this requirement. Please refer to Section D.5: Driver Display Functionality for additional details.
3.f-6	The driver display displays mapping using the same mapping software used to schedule the route.	Core	Via's Driver App complies with this requirement. Please refer to Section D.5: Driver Display Functionality for additional details.
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	Via's Driver App complies with this requirement. Please refer to Section D.5: Driver Display Functionality for additional details.
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	While our Driver App does not include in-app pull-out and pull-in checklists for drivers, we are open to further scoping this requirement with NCDOT and participating DROs to provide a suitable solution.
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	Drivers can easily contact dispatch through the Driver App to provide comments and feedback for pick-up and drop-offs. Based on this feedback, DROs can work with PSMs to fine-tune their service configurations.
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	We can configure a solution within the Driver App to direct drivers to input odometer readings at the start of every shift.
3.f-11	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	Via is currently developing canned messaging capabilities between the Driver App and VOC.

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	We can configure the DROs service to calculate trip pricing based on zones, distance, duration and distance, a flat rate, and fixed route fares. We look forward to working with each DRO to best accommodate their desired pricing model for their demand response service.
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	Via's Launch Team will work closely with DROs to configure their desired fare price and structure. From there, DROs can adjust fare pricing for their services through the VOC or work with their PSM to readjust the pricing structure.
3.g-3	The system handles billing and invoicing functions for riders/trips.	Core	Via's Rider App enables riders to input their credit card information to pay for trips directly. In addition, if desired, we can provide DROs with all the necessary data in CSV files to manage billing and invoicing separately through 3rd-party tools.
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	Please see our response to requirement 3.g-3.
3.g-5	The system automatically generates mailing labels for client billing and invoicing.	Core	Please see our response to requirement 3.g-3.
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	We are open to scoping and considering a payment integration with State programs given additional information and specifications on the desired integration. Please note that this may come at additional cost. Our system utilizes Braintree as a payment processor, which provides PCI-DSS compliance. Upon request, we would be happy to provide evidence of compliance.
3.g-7	The Vendor works with the DROs to confirm reporting level of detail for billing and invoicing	Core	Our system can generate billing reports with all the listed information, although

	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		the reports will include passenger IDs in lieu of names.
3.g-8	The Vendor provides customer service support to the DROs during system and financial audits.	Advanced	Via will provide customer service support to DROs during system and financial audits.

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	Via's Rider App and web booking portal both include accessibility features tested by qualified experts, with the Rider App achieving Web Content Accessibility Guidelines (WCAG) 2.1 compliance.
4.a-2	The Mobile Applications are designed and tested for cross-platform compatibility, including Android and iOS mobile application platforms.	Core	Via's Rider App complies with this requirement. Please refer to Section D.4: Rider Access, Setup, and Reservations for additional 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	Via's Rider App complies with this requirement. Please refer to Section D.4: Rider Access, Setup, and Reservations for additional details.
4.a-4	The Mobile Applications are free to download from Apple App Store or Google Play Store.	Core	Via's Rider App complies with this requirement. Please refer to Section D.4: Rider Access, Setup, and Reservations for additional details.
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	Core	Via's Rider App complies with this requirement. Please refer to Section D.4: Rider Access, Setup, and Reservations for additional details.

	6. Modify a trip 7. Cancel one or many trip reservations		
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	Personal care attendants and caregivers can log in to the customer's account on their behalf to manage their profile and book, modify, or cancel a trip. We are currently developing a Caregiver App (available Q1 2024) that will provide caregivers separate access to these functions.
4.a-7	The Mobile Applications send a notification to the user when the ride is approaching/on the way.	Core	Via's Rider App complies with this requirement. Please refer to Section D.4: Rider Access, Setup, and Reservations for additional details.
4.a-8	The Mobile Applications adhere to branding guidelines of the DROs and will be approved during Final Design Review (FDR).	Core	Via's Rider App complies with this requirement. Please refer to Section D.4: Rider Access, Setup, and Reservations for additional details.
4.a-9	The Mobile Applications display text in alternate languages including, but not limited to, Spanish.	Core	The Rider App can display text in alternate 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	Via's Rider App is designed to be intuitive and easy-to-use, meets relevant accessibility standards, and is WCAG 2.1 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	Via has integrated with numerous fare payment and reservation systems for our partners. We look forward to scoping potential integrations with participating DRO's systems to offer riders multiple payment options. The Rider App enables riders to quickly select among payment options (cash, credit card, fare card if available) based on their preferences.
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	Via's Rider App complies with this requirement. Please refer to Section D.4: Rider Access, Setup, and Reservations for additional details.

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	While our web booking portal complies to all the listed requirements, riders will have to contact a DRO's dispatcher to apply for demand response eligibility. We are currently developing a comprehensive eligibility module that will provide user-facing eligibility and conditional eligibility management features that will be available in 2024.
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	Via's web booking portal complies with this requirement. Please refer to Section D.4: Rider Access, Setup, and Reservations for additional details.
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	Personal care attendants and caregivers can log-in to the customer's account through the web booking portal on their behalf to manage their profile and book, modify, or cancel a trip. We are currently developing a Caregiver App (available Q1 2024) that will provide caregivers separate access to these functions.
4.b-4	The Customer Website adheres to the branding guidelines of the DROs and will be approved during FDR.	Core	Via's web booking portal complies with this requirement. Please refer to Section D.4: Rider Access, Setup, and Reservations for additional details.
4.b-5	The Customer Website displays text in alternate languages including, but not limited to, Spanish.	Core	Our web booking portal can display text in alternate languages, including Spanish.
4.b-6	The Customer Website is intuitive, easy to use, and meet ADA accessibility standards.	Core	Our web booking portal is designed to offer riders a user-friendly, intuitive, and accessible experience. We look forward to further discussing the portal meeting ADA accessibility standards with NCDOT and DROs to best meet their riders' needs.
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	Via's web booking portal complies with this requirement. Please refer to Section

			D.4: Rider Access, Setup, and Reservations for additional details.

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	Via's system integrates with Twilio to provide IVR capabilities, including the ability to collect and record riders' information through automated voice communication. We are currently developing comprehensive IVR features which will meet NCDOT's listed requirements and will be available for NCDOT and participating DROs in 2024.
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	Our current IVR solution complies with this requirement.
4.c-3	The system allows users to interact with the system using their voice or telephone keypad.	Core	Our current IVR solution complies with this requirement.
4.c-4	The system supports a skip-ahead feature that allows the customer to choose their option at any point.	Core	Please refer to our response for requirement 4.c-2.
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	Please refer to our response for requirement 4.c-2.
4.c-6	The system supports languages including, but not limited to, English and Spanish.	Core	Please refer to our response for requirement 4.c-2.
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	Our current IVR solution complies with this requirement.
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	Our current IVR solution complies with this requirement.

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	Please refer to our response for requirement 4.c-2.
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	Please refer to our response for requirement 4.c-2.
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	Please refer to our response for requirement 4.c-2.
4.c-12	The system contacts the customer with a reminder call about their trip the day before their scheduled service.	Core	Please refer to our response for requirement 4.c-2.
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	Please refer to our response for requirement 4.c-2.

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	Core	Via's reporting system in the VOC complies with this requirement. Please refer to Section D.3.4: Reporting and Data Analytics for additional details.

	destination data, and vehicle utilization.		
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	Via's reporting system in the VOC complies with this requirement. Please refer to Section D.3.4: Reporting and Data Analytics for additional details.
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	Via's reporting system in the VOC complies with this requirement. Please refer to Section D.3.4: Reporting and Data Analytics for additional details.
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	Via's reporting system complies with this requirement. Please refer to Section D.3.4: Reporting and Data Analytics for additional 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	Via's reporting system offers configurable reports through the VOC's Data Generator (please refer to Section D.3.4: Reporting and Data Analytics for additional details). For additional custom reporting needs, we can provide DROs with access to raw performance data through our Direct Data Access (DDA) solution. Please note that we have included data access for NCDOT for free and this would come at additional cost to DROs.
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	Via's reporting system offers aggregated, pre-built reports based on our experience working with and meeting the reporting needs of hundreds of demand response partners. For non-aggregated raw data, we can provide DROs with access to raw performance data through our Direct Data Access (DDA) solution. Please note that we have included data access for NCDOT for free and this would come at additional cost to DROs.

5.a-7	The system allows users to generate and save ad hoc reports easily.	Core	Users can easily save or export ad hoc reports from the VOC's Data Generator.
5.a-8	The system allows reports to be viewed on screen, sent to a printer or saved to a file.	Core	Via's reporting system in the VOC complies with this requirement. Please refer to Section D.3.4: Reporting and Data Analytics for additional details.
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	Our reporting system enables users to export report files in Excel and CSV formats. Our system can export origin and destination reports as both location addresses and 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	Via will provide DROs with a list of available reports, samples of detail reports, and descriptions of the degree to which reports can be customized in the Data Generator.
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	Our reporting system provides standard reports based on stored data, including all of the listed features except for log-on and log-off summaries for which we can offer alternative solutions or Direct Data Access.
5.a-12	The Reporting System accesses the database to allow technical staff to generate, create and save ad hoc reports.	Core	Via's reporting system complies with this requirement.

b. Performance Monitoring and Analytics

ID	**Performance Monitoring and Analytics SpecificationsPerformance 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	Via's reporting system in the VOC complies with this requirement. Please refer to Section D.3.4: Reporting and Data Analytics for additional details.
5.b-2	The system generates reports without manual data entry by the Vendor wherever possible.	Core	Via's reporting system in the VOC complies with this requirement. Please

			refer to Section D.3.4: Reporting and Data Analytics for additional details.
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	Our reports offer tables and graphical charts showing information related to the performance of various devices/vehicles and features of the system. We look forward to further discussing with NCDOT and DROs what specific measurements they require for their performance monitoring and analytics. For any reporting or metrics that are not readily available, we can provide Direct Data Access for DROs to process separately.
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	We look forward to configuring a suitable reporting solution for NCDOT's desired credit system.
5.b-5	The Vendor commences performance reporting during Pilot Testing and continues to perform this activity throughout the operations agreements.	Core	Via's reporting system in the VOC complies with this requirement. Please refer to Section D.3.4: Reporting and Data Analytics for additional details.
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	Via's reporting system in the VOC complies with this requirement. Please refer to Section D.3.4: Reporting and Data Analytics for additional details.

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	Via's Launch Team will provide comprehensive System Design/Configuration (SDD) documents that detail all the system and implementation information requested. Our team is highly experienced in working with partners to implement our platform, both from legacy software/processes and for new pilot services.
6.a-2	The SDD includes at a minimum: 1. System overview, architecture, and configuration information	Core	Via's SDD will comply with this requirement. Please refer to Section H:

	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		Schedule of Offered Solution for additional 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	Via's implementation plan complies with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's implementation plan complies with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's implementation plan complies with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's implementation plan complies with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
6.a-7	If preferred by the DRO, the Vendor conducts a series of design meetings with the DROs	Core	Via's implementation plan complies with this requirement. Please refer to Section

	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.		H: Schedule of Offered Solution for additional details.

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	Via will provide all labor and materials required for system testing. We have extensive experience leading testing for hundreds of successful launches around the globe using our tried and proven methods. We look forward to further discussing with NCDOT and participating DROs to best accommodate their specific testing requirements and needs. We are fully committed to conducting suitable testing procedures for each of our partners.
6.b-2	The Vendor prepares and submits a comprehensive testing plan for review and approval by the DROs.	Core	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.

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	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
6.b-7	The DRO may, at its discretion, assign a DRO representative to witness and or/audit all testing.	Core	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via will provide DROs a testing environment for the system to fully test all features and functions provided leading up to launch. Post-launch, the dedicated PSM will work closely with DRO’s to test specific features and functions separate from the live service environment.
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	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
6.b-14	For DROs conducting optional Public Beta Testing, the Vendor facilitates Public Beta	Core	Via's testing processes comply with this requirement. Please refer to Section H:

	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		Schedule of Offered Solution for additional details.
6.b-15	The Vendor provides a minimum of one (1) week onsite support during public launch.	Core	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
6.b-16	SAT begins after full public launch of the complete solution for all system components and will continue for 45 days.	Core	We look forward to discussing with NCDOT and DROs an acceptable post-launch timeline for System Acceptance Testing. Please refer to Section H: Schedule of Offered Solution for additional details.
6.b-17	SAT is performed in the production environment with all features and functions provided under this Contract.	Core	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
6.b-18	The Vendor supports all elements of SAT, including, but not limited to, system maintenance, reporting, and customer support.	Core	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.

6.b-23	The Vendor is responsible for all system operation and maintenance until the DROs issue approval of SAT.	Core	Via's testing processes comply with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.

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	Via will provide DRO staff with comprehensive onsite training on all provided hardware and software, including the various aspects of the VOC, Driver App, and Rider App. We will provide digital copies of all training materials and manuals and ensure that staff are given all the tools needed to successfully operate their service from launch. Throughout the term of the contract, our dedicated PSM can provide additional training sessions for new or existing staff. Please refer to Section H.5: Training for additional 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	Via's implementation plan complies with this requirement. Please refer to Section H: Schedule of Offered Solution for additional 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	Via's training plan complies with this requirement. Please refer to Section H.5: Training for additional details.
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	Via's training plan complies with this requirement. Please refer to Section H.5: Training for additional details.
6.c-4	The DROs will provide employee list and number of staff attending above training sessions during Training Plan review.	Core	We will receive an employee list and number of staff attending training sessions from DROs to train as many

			individuals as they deem necessary. Please refer to Section H.5: Training for additional 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	Via's implementation plan complies with this requirement. Please refer to Section H: Schedule of Offered Solution for additional 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	Via's training plan complies with this requirement. Please refer to Section H.5: Training for additional 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	Via's training plan complies with this requirement. Please refer to Section H.5: Training for additional details.
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	Via can provide an online-based training module through an external learning platform, Lessonly, to allow for future training of DRO staff.
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	Via's implementation plan complies with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.
6.c-10	The Training Plan shall be approved by the DROs prior to the start of any trainings.	Core	Via's implementation plan complies with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.

6.c-11	The Vendor furnishes all tools, equipment, and training aids to conduct training courses during the training course.	Core	While Via will furnish all in-vehicle equipment for use in training courses and eventually live service, DRO staff may have to utilize their own computers to access virtual training materials. Please refer to Section H: Schedule of Offered Solution for additional details.
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	Via's implementation plan complies with this requirement. Please refer to Section H: Schedule of Offered Solution for additional details.

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	We offer a System Maintenance Agreement (SMA) that covers all operations and maintenance of the system throughout the term of the contract, which can extend up to a period of two years plus 3 one year option years. Please refer to Section D.9: Maintenance and Support Program for additional details on our maintenance offerings.
7.a-2	During the SMA, the Vendor retains responsibility for the operations and maintenance of the services, applications and any hardware provided.	Core	Via retains responsibility for the operations and maintenance of our software solution. We look forward to discussing the cost of maintenance for our optionally priced Ruggedized Tablets with NCDOT and DROs.
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	Via's system maintenance practices comply with this requirement. Please refer to Section D.9: Maintenance and Support Program for additional details.
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	Through our dedicated PSMs, Via will provide at least five business days' notice to DROs before deploying major system updates. Via deploys minor system updates that do not significantly impact DROs' operations on a rolling

			basis. Our PSMs would be happy to provide information for these minor updates upon the DRO's request.
7.a-5	The Vendor ensures the system is up to date with OS level security updates and patches.	Core	Via's system maintenance practices comply with this requirement. Please refer to Section D.9: Maintenance and Support Program for additional details.
7.a-6	The Vendor implements Change Management Processes for software and application releases.	Core	Via will implement Change Management Processes for major software and application releases.
7.a-7	The Vendor provides maintenance support when new OS versions are released and deployed to the system.	Core	Via's system maintenance practices comply with this requirement. Please refer to Section D.9: Maintenance and Support Program for additional details.
7.a-8	The Vendor releases new versions of the Mobile Apps, including obtaining approval through app store deployment processes.	Core	Via's system maintenance practices comply with this requirement. Please refer to Section D.9: Maintenance and Support Program for additional 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	Via's system maintenance practices comply with this requirement. Please refer to Section D.9: Maintenance and Support Program for additional 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	Via's system maintenance practices comply with this requirement. Please refer to Section D.9: Maintenance and Support Program for additional 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	Via's system maintenance practices comply with this requirement. Please refer to Section D.9: Maintenance and Support Program for additional details.
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	Via's maintenance program complies with this requirement. Please refer to Section D.9: Maintenance and Support Program for additional details.
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	Core	Via's maintenance program complies with this requirement. Please refer to Section D.9: Maintenance and Support Program for additional details.

	determined that a physical presence is needed to resolve the identified issue.		
7.a-14	The Vendor attempts to fix software problems impacting revenue collection within three (3) hours of being reported.	Core	Via's system maintenance practices comply with this requirement. Please refer to Section D.9: Maintenance and Support Program for additional details.
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	Via's maintenance program complies with this requirement. Please refer to Section D.9: Maintenance and Support Program for additional details.
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	Via's maintenance program complies with this requirement. Please refer to Section D.9: Maintenance and Support Program for additional details.

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	Via's system complies with this requirement.
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	The average response time for all dispatch functions averages less than twenty seconds for more than twenty active workstations using our proposed hardware and software.
7.b-3	The system supports each DRO's rider base within the service area without any appreciable degradation of overall system performance.	Core	Via's system complies with this requirement.
7.b-4	The system schedules a full day's trips in less than thirty (30) minutes.	Core	Via's system schedules a full day of trips in less than thirty minutes on average. Please note that scheduling for a significantly large volume of trips (usual for large metropolitan areas) may take longer than 30 minutes.
7.b-5	System accuracy is determined based on any incident where a device or backoffice-generated	Core	Via's system complies with this requirement. We look forward to further

	transaction is recorded incorrectly within the associated system. See below:		discussing and defining system accuracy with NCDOT and DROs.

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	Via is open to establishing an Issue Resolution Team (IRT) with participating DROs to ensure ongoing operations and maintenance. We look forward to further discussing these requirements to align with each DRO partner on established procedures and definitions for critical failures and remediation.
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	Via complies with this requirement. Please refer to our response for requirement 7.c-1.
7.c-3	The IRT shall evaluate failures and determine the severity and remedies assessed against the monthly SMA payment.	Core	Via complies with this requirement. Please refer to our response for requirement 7.c-1.
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	Via complies with this requirement. Please refer to our response for requirement 7.c-1.
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	Via complies with this requirement. Please refer to our response for requirement 7.c-1.

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	Via complies with this requirement. Please refer to our response for requirement 7.c-1.
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	Via complies with this requirement. Please refer to our response for requirement 7.c-1.
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	Via complies with this requirement. Please refer to our response for requirement 7.c-1.
7.c-9	Successfully meeting a KPI will end a persistent failure and reset the credit multiplier.	Core	Via complies with this requirement. Please refer to our response for requirement 7.c-1.
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	Via complies with this requirement. Please refer to our response for requirement 7.c-1.
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	Via complies with this requirement. Please refer to our response for requirement 7.c-1.
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	Via complies with this requirement. Please refer to our response for requirement 7.c-1.

8. Priced Options

a. Hardware (Option)

Hardware	Response
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	We have included pricing for ruggedized tablets in Section G: Cost of Vendor's Offer. This package includes a Samsung Tab Active Pro tablet (or equivalent hardware), RAM mounting hardware, power connection wiring, a rugged case, and installation. We look forward to further discussing

input mechanism and may or may not include an attachable keyboard.	our offering with NCDOT and DROs to best accommodate their in-vehicle device needs.
Integrated Payment Systems Automates payment acceptance to accept credit card payments directly with the DROs existing software.	Via has extensive experience integrating local payment systems into our platform. While we do not offer payment hardware, we are open to further scoping and discussing specific payment integrations based on additional details and specifications from DROs.
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.	While Via does not offer Closed-circuit Television (CCTV) hardware, we are open to collaborating with other third-parties to accommodate the needs of participating DROs.
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.	While Via does not offer any Peripheral Components, we are open to scoping any necessary components to install alongside our in-vehicle hardware as needed.

b. Payment Hardware (Option)

ID	Integrated Payment Specifications	Feature	Response
8.b-1	The Vendor is responsible for settlement of funds, reconciliation accounting, and the DROs' apportionment.	Option	While this requirement is not directly applicable to Via's SaaS solution, we are open to working with payment hardware providers to meet the needs of participating DROs.
8.b-2	The Vendor reconciles refunds, chargebacks, and adjustments.	Option	While this requirement is not directly applicable to Via's SaaS solution, we are open to working with payment hardware providers to meet the needs of participating DROs.
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	Via's payment system complies with this requirement.
8.b-4	Confidential and sensitive data is encrypted and transmitted securely throughout the system.	Option	Via's payment system complies with this requirement.
8.b-5	Customers may add, modify, and delete payment methods to their customer account.	Option	Via's payment system complies with this requirement.

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	Our Rider App accepts all major payment card brands through our in-app fare payment system. We are open to scoping and considering integrations with Transit Benefit cards to offer riders additional methods 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	Via's reporting system can generate the listed financial reports.
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	We look forward to discussing this requirement to best understand and scope NCDOT and participating DRO's needs for tracking and applying funding sources.

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	We have included pricing for ruggedized tablets in Section G: Cost of Vendor's Offer. This package includes a Samsung Tab Active Pro tablet (or equivalent hardware), RAM mounting hardware, power connection wiring, a rugged case, and installation. All provided equipment will be consistent across the fleet.
8.c-2	Vendor installs all onboard equipment through close collaboration with the DROs.	Option	Our proposed hardware pricing includes installation of onboard equipment through close collaboration with participating DROs.
8.c-3	The driver display mount complies with US heavy duty vehicle Society of Automotive Engineers (SAE) J1455 standard.	Option	We are open to discussing this requirement when procuring tablet mounts for participating DROs to ensure that they comply with all required standards.
8.c-4	The driver display is a ruggedized device suitable for operations in a transit environment.	Option	Our proposed tablet and mounting system is ruggedized and suitable for operations in a transit environment.

d. On-Demand Trips (Option)

ID	On-Demand Specifications		
8.d-1	The system supports on-demand scheduling, where trips can be requested the same day. On-	Option	Via's on-demand system complies with this requirement. Please refer to Section

	demand scheduling does not require advance reservation.		D.4: Rider Access, Setup, and Reservations for additional details.
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	Via's on-demand system complies with this requirement. Please refer to Section D.4: Rider Access, Setup, and Reservations for additional details.
8.d-3	The system processes, schedules, and dispatches same day trip orders without the need for manual intervention from dispatch staff.	Option	Via's on-demand system complies with this requirement. Please refer to Section D.4: Rider Access, Setup, and Reservations for additional details.
8.d-4	The system supports on-demand or scheduled trip orders through the mobile application and customer website.	Option	Via's on-demand system complies with this requirement. Please refer to Section D.4: Rider Access, Setup, and Reservations for additional details.
8.d-5	The system differentiates between ADA and on-demand trips for reporting purposes.	Option	Via's on-demand system complies with this requirement. Please refer to Section D.4: Rider Access, Setup, and Reservations for additional details.

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	Via's Remix Scheduling platform offers DROs comprehensive and intuitive fixed-route scheduling capabilities. Please refer to Section O.3: Remix for details about our platform and Section G: Cost of Vendor's Offer for our price proposal for NCDOT and DROs.

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	While Via does not offer Closed-circuit Television (CCTV) hardware, we are open to collaborating with other third-parties to accommodate the needs of participating DROs.
8.f-2	Describe CCTV systems that are included or offered from the scheduling software provider.	Option	While Via does not offer Closed-circuit Television (CCTV) hardware, we are open to collaborating with other third-parties to accommodate the needs of participating DROs.

9. Project Management Specifications

a. Project Deliverables Specifications

Ref	Deliverable Title	Response
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	Via will provide DROs all relevant project management documents during the implementation phase. Please refer to Section H: Schedule of Offered Solution for details on our implementation process.
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	Via's project management practices comply with this requirement. Please refer to Section H: Schedule of Offered Solution for details on our implementation process.
PM 3	Testing A. Comprehensive testing use-cases and scripts	Via's project management practices comply with this requirement. Please refer to Section H: Schedule of Offered Solution for details on our implementation process.
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	Via's project management practices comply with this requirement. Please refer to Section H: Schedule of Offered Solution for details on our implementation process.

E. Security Vendor Readiness Assessment Report (VRAR)

The following is our completed *Security Vendor Readiness Assessment Report (VRAR),* signed by Erin Abrams, an authorized representative of Via Mobility, LLC. In addition, we have included proof of Via Transportation Inc's ISO27001 certification.

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).

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.

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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 **does not guarantee** 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: Via Mobility, LLC **Solution/System Name:** Via Platform **Service Model:** SaaS **FIPS PUB 199 System Security Level:** Low **Fully Operational as of:** 2012 **Number of Customers (State/Others):** 49 **Deployment Model:** Cloud-based SaaS software with access limited to Via's partners **System Functionality:** The Via Platform is a comprehensive system that offers efficient, accessible, and cost-effective demand response services through an automated demand response transit system with seamless user experiences for riders, drivers, and administrators. Our industry-leading routing and ride assignment algorithms analyze all trip requests, assign riders to the best-suited vehicle, and group passengers headed in the same direction into efficient shared rides.

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?	Yes			Via's cloud-based platform utilizes servers through Amazon Web Services (AWS)

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

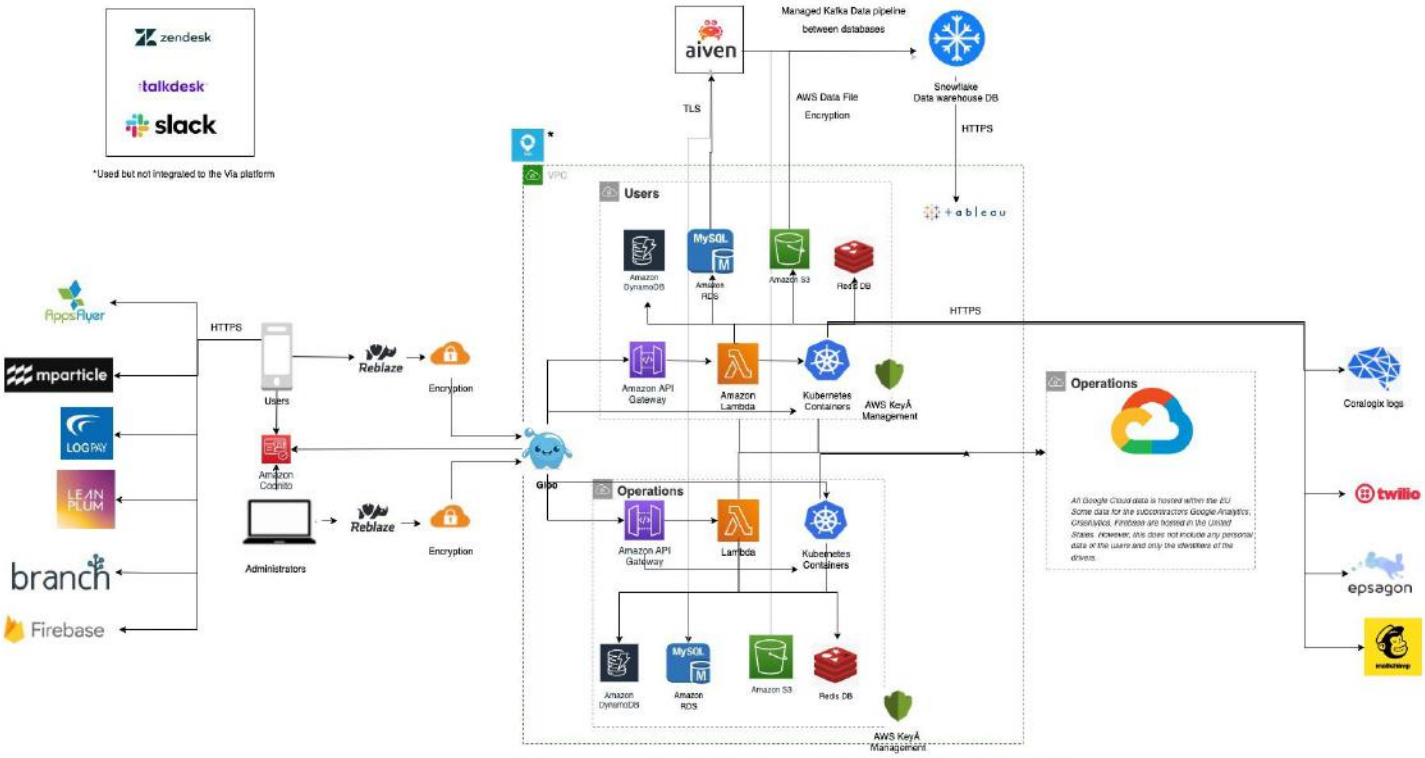
#	Service	Service Capability	System
1	Cloud-based Servers and Databases	Provider and host of cloud computing services	Amazon Web Services (AWS)

2.2. Data Flow Diagrams

Insert Vendor-validated data flow diagram(s) and provide a written description of the data flows. The diagram(s) must:

- *clearly identify anywhere State data is to be processed, stored, or transmitted;*
- *clearly delineate how data comes into and out of the system boundary;*
- *clearly identify data flows for privileged, non-privileged and customer access; and*
- *depict how **all ports, protocols, and services** of all inbound and outbound traffic are represented and managed.*

Below is a comprehensive map of all data transfers within our system. Our system is designed to minimize unnecessary data transfers, limiting them to only necessary processes and parties for operational and optimization purposes.



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.

Via's architecture is based on multi- tenancy, which allows multiple partners to use the same software platform while still maintaining data segregation, configuration, and access separately for each partner.

Data partitioning is achieved by assigning each tenant a unique identifier or key, which is used to associate their data with them. Any transaction on Via's platform, whether an external transaction or internal, will be affiliated with the specified unique identifier of the client to assure (a) all logic flows, calculations and processes are always based on the data of the specific client and (b) all logs would be traceable and monitored per client for easy research, monitoring and reporting.

Additionally, each partner has its own Via Operations Center (VOC), which allows access to only its own data and monitoring screens. Any configuration settings are unique to each tenant. The configuration settings of one partner do not affect others.

Although all servers exist in the same AWS environment, all services exist on their own unique server. Therefore, there are no limitations to the solution that would interfere with multiple tenants utilizing the service.

2.4. System Interconnections

A System Interconnection is a dedicated connection between information systems, such as between a SaaS/PaaS and underlying IaaS.

The Vendor must complete the table below. If the answer to any question is "yes," please briefly describe the connection. Also, if the answer to the last question is "yes," please complete Table 2-5 below.

Table 2-4. System Interconnections

#	Question	Yes	No	If Yes, please describe.
1	Does the system connect to the Internet?	Yes		Via's VOC, Rider App, and Driver App all connect to the internet to send and receive communications, data, and routing updates.
2	Does the system connect to a corporate or state infrastructure/network?	Yes		Each of our partners' systems connect to the broader Via infrastructure and environment. These systems are logically separated and configuration settings are unique to each tenant.
3	Does the system connect to external systems?	Yes		Please see the completed Table 2-5 below.

If there are connections to external systems, please list each in the table below, using one row per interconnection. If there are no external system connections, please type "None" in the first row.

Table 2-5. Interconnection Security Agreements (ISAs)

		Does an ISA Exist?		
#	External System Connection	Yes	No	Interconnection Description. If no ISA, please justify below.
1	Aiven	Yes		Relational Database Service
2	Amazon Web Services (AWS)	Yes		Cloud servers and database
3	AWS Cognito for Agents	Yes		Login for agent/operator
4	Google Cloud Platform	Yes		Cloud servers and databases, backend for some Via products
5	RedisLabs	Yes		Operational database
6	Snowflake	Yes		Data Warehousing

7	Coralogix	Yes		Logs query and storage
8	Epsagon	Yes		Infrastructure monitoring
9	Google Analytics/Crashlytics/Firebase	Yes		User app crash logs
10	LeanPlum	Yes		Digital marketing
11	Mailchimp/Mandrill	Yes		Management/ sending emails
12	MParticle	Yes		Application data collection
13	Reblaze	Yes		Cloud-based security
14	Twilio	Yes		Sending/ receiving text messages/ calls
15	Braintree	Yes		Payment service provider
16	Logpay	Yes		Payment service provider

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?	Yes	
2	Transmission, Remote Access: Are FIPS 140-2/-3 Validated or National Security Agency (NSA)-Approved cryptographic modules consistently used where cryptography is required?	Yes	
3	Can the VENDOR'S solution integrate with the State's NCID solution?	**Yes**	
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]	**Yes**	
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]	**Yes**	
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?	**Yes**	
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?	**Yes**	
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]	**Yes**	

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?		**No**
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]	**Yes**	
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]	**Yes**	

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]	Yes					
2	Authentication [IA-5, IA-7]	Yes					

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)]	Yes					
2	Remote Access [AC-17 (2)]	Yes					

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)		No	
2	TLS 1.0 (Non-Compliant)	Yes		Via uses TLS for all endpoints and access to any servers is possible only with IPSec VPN. All data transfers are encrypted. Data at rest on RDS database is encrypted.
3	TLS 1.1 (Non-Compliant)	Yes		
4	TLS 1.2 (Compliant)	Yes		
5	TLS 1.3 (Compliant)		No	

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]	Yes		Via employs several user access management measures — including a zero-trust Virtual Private Network (VPN) solution, role-based security guidelines, and encrypted password protection — to uniquely identify and authorize organizational users and ensure that only qualified and trained personnel have

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
				access to information and processes related to the client's security.
2	Does the system require multi-factor authentication (MFA) for administrative accounts and functions? [IA-2, IA-2 (1), IA-2 (2)]	Yes		Via uses Okta for SSO (Single Sign On), authentication and authorization processes. All access to Via information systems is done with MFA (Multi Factor Authentication) and using ZTNA (zero trust network access) processes and technologies.
3	Is role-based access used, managed, and monitored? [IA-4, IA-5]	Yes		Administrator tools limit user access by utilizing an identity-based access for each user/group using the VPN. The Authority/Operator/Via project team can define for each and every user the sets of information and system parts they need to access.
4	Does the system restrict non-authorized personnel's access to resources? [AC-6, AC-6 (1), AC-6 (2)]	Yes		Via will only grant access to information assets (specifically including but not limited to, member and driver partner personal information, such as passenger geolocation data) to authorized individual users, including employees and third-party contractors based on a business need-to-know, such that a user receives only the access minimally required for the user's role or job function. Via will restrict and control user privileges. Authorized users of Via's systems must be uniquely identifiable within the information system. Generic, shared, or group user accounts (IDs) for general user access are not permitted.
5	Does the system restrict non-privileged users from performing privileged function? [AC-6, AC-6 (1), AC-6 (2), AC-6 (10)]	Yes		Non-privileged users are restricted from performing privileged functions within our system.

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
6	Does the system ensure secure separation of customer data? [SC-4]	Yes		Via implements suitable measures to ensure that customer data collected for different purposes is processed separately. Such measures include: ● Data collected with different partners under separate contracts is stored in separate databases, managed by the relevant personnel only; ● Different parts of the system are managed in different analytical tools and kept in separate storage locations in AWS cloud; ● Each database section requires specific access permissions.
7	Does the system ensure secure separation of customer processing environments? [SC-2]	Yes		*The capability description is not required here, but must be included in Section 2.3, Separation Measures.*
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]	Yes		*The capability description is not required here, but must be included in Section 2.3, Separation Measures.*
9	Does the remote access capability include VENDOR-defined and implemented usage restrictions, configuration guidance, and authorization procedure? [AC-17]	Yes		Through the VOC, vendors can define role-based access for their staff to restrict access to select information to qualified personnel.
10	How will the State's password policy be enforced? State requires minimum 14-character complex passwords (Upper, Lower, Special Character & Numerical) [IA-5]		No	Via utilizes Okta for system access management, which only supports minimum 8-character passwords. We look forward to further discussing with NCDOT how we can best accommodate this state requirement.

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]	Yes		Our system uses Firewall, IPS and IDS to prevent, detect, and react to malicious software and breaches.

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
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]	Yes		Via uses appropriate encryption technologies to protect audit data stored on our corporate and production servers, as well as sensitive client information in our databases. Via also encrypts all data transmissions containing sensitive data.
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)]	Yes		Via implements suitable measures to prevent data from being accessed by unauthorized or malicious parties during the transmission thereof. This is accomplished by various measures, including: ● Via employs a two-part authentication system for all of all online tools. ● Via implements suitable measures to monitor access restrictions to data systems and to ensure that inputs into the systems are in accordance with instructions received. ● Encryption measures are deployed across the system. ● Via implements suitable measures to monitor access restrictions to its systems and to ensure that its security measures are in accord with all applicable data protection regulations.
4	Does the VENDOR log and monitor access to the system? [SI-4]	Yes		Via utilizes cloud environment logs (CloudTrail, Cloudwatch), which enable us to track and store human/machine actions performed on the cloud infrastructure, including system configuration changes, trip booking, or data modification. We continuously monitor all data-based events and analyze user behavior trends to identify suspicious activity.
5	Does the VENDOR have an Incident Response Plan and a fully developed Incident Response test plan? [IR-3, IR-8]	Yes		Please refer to Section E of the main proposal for detailed descriptions of our Incident Response Plan and test plan.

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
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]			NO CUSTOM CODE
7	Does the VENDOR implement automated mechanisms for incident handling and reporting? [IR-4, IR-4 (1), IR-6]	Yes		Our system utilizes automated database replication and autoscaling (inherited from AWS) for incident handling and reporting. Please refer to Section E of the main proposal for detailed descriptions of our Incident Response Plan.
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]	Yes		We retain online audit records for at least 90 days.
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]	Yes		We have the capability to notify customers and regulators of confirmed incidents in a timeframe consistent with all legal, regulatory, or contractual obligations. Please refer to Section E for details on our established incident/disaster response plan.
10	If the VENDOR's solution provides email "send as" capabilities, does it support DMARC and DKIM for email protection?			*Not Applicable*

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]	Yes		Please refer to Section E of the main proposal for details on our Business Continuity and Disaster REcovery (BCDR) plan.

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
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]	Yes		Please refer to Section E of the main proposal for details on our Business Continuity and Disaster Recovery (BCDR) plan.
3	Does the system have alternate storage and processing facilities? [CP-6, CP-7]	Yes		Via's system has alternate storage and processing facilities.
4	Does the system have or use alternate telecommunications providers? [CP-8]	Yes		Mailchimp and Twilio (add additional details)
5	Does the system have backup power generation or other redundancy? [PE-11]	Yes		Via's system is cloud-based and relies on regular system backups as a redundancy.
6	Does the VENDOR have service level agreements (SLAs) in place with all telecommunications providers? [CP-8]	Yes		Via has service level agreements (SLAs) in place with all telecommunications providers, which include: ● A list of all data the provider may process, the purpose of its use, and where it will be stored ● A commitment from the third party to protect the confidentiality of all information ● A requirement for the third party to develop an annual report on their implementation of necessary privacy regulations ● A requirement for the third party to notify Via in case of a security incident ● A process for how, at the conclusion of the agreement, the third party will return and/or destroy the data in their possession and report this to the database controller

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]	Yes		Via's system includes a fully established information system that has been used to reliably provide technology and service to hundreds of our partners around the globe.

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
2	Does the VENDOR maintain a current, complete, and accurate inventory of the information system software, hardware, and network components? [CM-8]	Yes		Via maintains a current, complete, and accurate inventory of our information system software, hardware, and network components. Please refer to Section E for a general overview of our system.
3	Does the VENDOR have a Configuration Management Plan? [CM-9]	Yes		Via has a fully established Configuration Management Plan to manage changes to the various components of our system.
4	Does the VENDOR follow a formal change control process that includes a security impact assessment? [CM-3, CM-4, CM-4 (2)]	Yes		Via follows an established formal change control process that includes security impact assessments.
5	Does the VENDOR employ automated mechanisms to detect inventory and configuration changes? [CM-2, CM-2 (2), CM-6, CM-8]	Yes		Via utilizes cloud environment logs (CloudTrail, Cloudwatch), which enable us to track and store human/machine actions performed on the cloud infrastructure, including system configuration changes, trip booking, or data modification.
6	Does the VENDOR prevent unauthorized changes to the system? [CM-5]	Yes		Via utilizes role-based security to prevent unauthorized changes to the system. Please refer to Section E of the main proposal.
7	Does the VENDOR establish configuration settings for products employed that reflect the most restrictive mode consistent with operational requirements? [CM-6, CM-7]	Yes		We establish configuration settings for our products that reflect the most restrictive mode consistent with operational requirements. This includes taking into account the need for deactivating components not required in the operating system. We will configure the activated software features in our system to each client's needs.
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]		No	While we do not ensure our checklists are not SCAP-validated or SCAP-compatible, we have established internal processes and standards for configuration communications. We look forward to discussing with NCDOT how we can best accommodate this requirement.

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)]	Yes		We perform continuous vulnerability scans for all system aspects. We perform web vulnerability scans annually as part of our external Penetration Testing.
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]	Yes		We are capable of remediating High risk vulnerabilities (which are rare) within 30 days and Moderate risk vulnerabilities within 60 days. We look forward to establishing clear definitions of high risk and moderate risk vulnerabilities with NCDOT for this requirement.
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]	Yes		In the rare case that a high risk vulnerability is identified, Via consistently checks audit logs for evidence of exploitation.
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?	Yes		Via has an established SCRM plan and processes, which include: ● Minimizing dependencies and modules within applications ● Open Source Scanning using Snyk and WhiteSource ● Regular system patches ● Network segmentation ● Implementing Zero Trust security

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]	Yes		Via restricts physical system access to only authorized personnel through AWS.
2	Does the VENDOR monitor and log physical access to the information system, and maintain access records? [PE-6, PE-8]	Yes		Via utilizes cloud environment logs (CloudTrail, Cloudwatch), which enable us to track and store human/machine actions performed on the cloud infrastructure and information system, including system configuration changes, trip booking, or data modification.
3	Does the VENDOR monitor and respond to physical intrusion alarms and surveillance equipment? [PE-6, PE-6 (1)]			*Not Applicable*

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]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
2	Awareness & Training [AT-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
3	Audit & Accountability [AU-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
4	Security Assessment & Authorization [CA-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
5	Configuration Management [CM-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
6	Contingency Planning [CP-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
7	Identification & Authentication [IA-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)

#	Family	Policy		Procedure		Title Version and Date
		Yes	No	Yes	No	
8	Incident Response [IR-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
9	Maintenance [MA-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
10	Media Protection [MP-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
11	Physical & Environmental Protection [PE-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
12	Personnel Security [PS-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
13	Risk Assessment [RA-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
14	System & Services Acquisition [SA-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
15	System & Communications Protection [SC-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
16	System & Information Integrity [SI-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
17	Planning [PL-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)
18	Supply Chain Risk Management [SR-1]	Yes		Yes		Policy: SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20) Procedure(s): SP 800-53 Rev. 5 ● September 2020 (updated 12/10/20)

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]	**Yes**		Via conducts company-wide security and role-based security responsibilities training according to ISO 27001 guidelines. In addition, select teams that have access to sensitive information and processes are given additional training according to their role.

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
1 Chief Information Security Officer (full-time)
1 SOC Team Leader (full-time)
1 GRC Team Leader (full-time)
1 Project Manager (full-time)
2 DevOps Developers (full-time)
1 App Security Team Leader (full-time)
2 InfoSec Developers (part-time)

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)?	Yes		
2	Does the VENDOR have and use development and/or test environments to verify changes before implementing them in the production environment?	Yes		

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?	Yes		*If "yes," please complete Table 3-15. Vendor Dependencies below.*
2	Within the system, are all products still actively supported by their respective vendors?	Yes		*If any are not supported, answer, "No."*
3	Does the VENDOR have a formal agreement with a vendor, such as for maintenance of a leveraged service offering?	Yes		*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	Aiven	Relational Database Service	Yes	
2	Amazon Web Services (AWS)	Cloud servers and database	Yes	
3	AWS Cognito for Agents	Login for agent/operator	Yes	
4	Google Cloud Platform	Cloud servers and databases, backend for some Via products	Yes	
5	RedisLabs	Operational database	Yes	
6	Snowflake	Data Warehousing	Yes	
7	Coralogix	Logs query and storage	Yes	
8	Epsagon	Infrastructure monitoring	Yes	

#	Product and Vendor Name	Nature of Dependency	Still Supported?	
			Yes	No
9	Google Analytics/Crashlytics/Firebase	User app crash logs	Yes	
10	LeanPlum	Digital marketing	Yes	
11	Mailchimp/Mandrill	Management/ sending emails	Yes	
12	MParticle	Application data collection	Yes	
13	Reblaze	Cloud-based security	Yes	
14	Twilio	Sending/ receiving text messages/ calls	Yes	
15	Braintree	Payment service provider	Yes	
16	Logpay	Payment service provider	Yes	

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	Aiven	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management
2	Amazon Web Services (AWS)	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management
3	AWS Cognito for Agents	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management
4	Google Cloud Platform	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management
5	RedisLabs	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management
6	Snowflake	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management
7	Coralogix	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management
8	Epsagon	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management
9	Google Analytics/Crashlytics/Firebase	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management
10	LeanPlum	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management
11	Mailchimp/Mandrill	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management
12	MParticle	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management
13	Reblaze	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management
14	Twilio	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management

#	Organization Name	Nature of Agreement
15	Braintree	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management
16	Logpay	Data and security transparency, commitment to confidentiality, communication protocols, and data lifecycle management

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?	Yes		Please refer to Section E for details on our data lifecycle management plan.
2	Does the VENDOR have the ability to scan all hosts in the inventory?	Yes		We have the ability to scan all hosts in the inventory in our system.
3	Does the VENDOR have the ability to provide scan files in a structure data format, such as CSV, XML files?	Yes		We can provide scan files in a structure data format upon request.
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?	Yes		Our team is tracking and maintaining this information on a regular basis.

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, Via can provide current 3rd party attestation certifications annually when required, including our certification for ISO 27001.

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
Via's System Security Plan (SSP) has been fully developed and deployed to ensure the cybersecurity of all of deployments around the globe.

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"

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

Organization's Security Representative or designee

_____

PLEASE PRINT NAME

_____ _____

SIGNATURE Date

Institute of Quality & Control

CERTIFICATE

NO. I26772

This is to certify that
the Information Security Management System of

Via Transportation Inc.

and affiliates as detailed in the attached appendix

Was audited by IQC and found to be
in compliance with the requirements of the standard:

ISO/IEC 27001:2013

This certificate is valid for
the following scope of activities:

Development, operation, and commercialization of a proprietary technology platform and related systems and methods used to establish, monitor, operate or manage transportation services

According to statement of applicability Date: January 02, 2023 Version: 1.3

This certificate is valid until:	March 04, 2026
Certification cycle will end on:	March 04, 2026
Date of first approval:	March 14, 2023

This certificate is subject to the continuing satisfactory operation
of the Management System and periodic auditing by IQC

March 14, 2023
Issue date

Nir Halpern, CEO

Institute of Quality & Control Ltd.
6 Ravnitzky St., Petah Tikva 4900617, Israel
Tel: 03-9313555, Fax: 03-9044406
E-Mail. info@iqc.co.il, www.iqc.co.il

MGMT. SYS.
RvA C 560

Institute of Quality & Control

CERTIFICATE

APPENDIX TO CERTIFICATE NO. **I26772**

Via Transportation Inc.

Via Transportation Inc.	10 Crosby St, Floor 2, New York, NY 10013, U.S.A
Via Mobility LLC	10 Crosby St, Floor 2, New York, NY 10013, U.S.A
Nomad Transit LLC	10 Crosby St, Floor 2, New York, NY 10013, U.S.A
River North Transit LLC	10 Crosby St, Floor 2, New York, NY 10013, U.S.A
Remix Technologies LLC	10 Crosby St, Floor 2, New York, NY 10013, U.S.A
Via Transportation Israel Ltd	144A Menachem Begin Rd. Tel Aviv, Israel
Via Mobility Israel Ltd	144A Menachem Begin Rd. Tel Aviv, Israel
Via Technologies Europe BV	Keizersgracht 467-2A, 1017 DK Amsterdam, the Netherlands
Via Mobility DE GmbH	Rosa-Luxemburg-Str. 14, 10178 Berlin
Via Betriebsgesellschaft mbH	Rosa-Luxemburg-Str.14, 10178 Berlin

VALID UNTIL: **March 14, 2026**

March 14, 2023
Date of approval

Nir Halpern, CEO

MEMBER OF MULTILATERAL RECOGNITION ARRANGEMENT IAF

MGMT. SYS. RvA C 560

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E.1 Cloud-based Hosting

Via's Software-as-a-Service (SaaS) platform is hosted in the Cloud by Amazon Web Services (AWS) and is compatible with all Chromium internet browsers (Microsoft Edge and Google Chrome)[1]. During the configuration and launch process, DROs will benefit from both Via's powerful on-demand technology as well as the expertise from our service design, operations, launch, and partner success teams. Our teams will manage all designing, configuring, delivering, installing, and ensuring the availability of all required system functionality as necessary.

Through one unified cloud-based platform, the Via Operations Center (VOC), authorized staff from partner agencies will have the ability to collaborate on the functionality and configurability of their services. Through the VOC, DRO administrators can configure unique access permissions for each user, ensuring that administrators, dispatchers, and customer support staff have access only to relevant functionalities and information.

Software Testing and Maintenance

Via's Project Team will provide comprehensive, ongoing support services over the life of the deployment. Even after service launch, we will continue to provide DROs with extensive support, including 24/7 technical assistance and day-to-day support from the proposed Project Team.

Via offers multiple avenues for technical and operational support, from a designated Partner Success Manager serving as the chief point of contact for any inquiry, to a dedicated portal for partner technical support, to a 24/7 rotating on-call technical manager responsible for responding to urgent or emergency situations. Servers and cloud services dedicated to partner deployments are monitored together with all other Via servers. Our platform is highly available, meaning we provide uptime exceeding 99.9%.

As an agile software developer, we constantly work to improve our product and systems in response to service performance metrics and based on user feedback. Via carefully plans and structures all new additions and improvements to our software with our Scrum framework and Agile methodology. Before any release, all products are run through rigorous testing in an internal development environment. For every proposed design, Via first undertakes a verification procedure, in which the design is checked against all requirements. In the validation process, the team proves that the proposed design will meet requirements by running a version of the product through a series of tests.

The deployment cycle for partners is synchronized with Via's two-week cycle of development sprints and deployment. Via communicates relevant release dates to all partners and provides updates as release dates approach. The release process involves:

- Tracking the scope of every expected release
- Verifying the progress and completeness of features and fixes

[1] The vast majority of Via's system works on any modern web browser; however a handful of features may not work properly on non-Chromium browsers.

- Reviewing quality assurance scope and results
- Specifying and communicating release dates and scope
- Simulating new release on test systems
- Confirming deployment and post-deployment testing

Upon an NCDOT's request, we would be happy to share reports of our development testing in order to ensure full transparency and accountability for our feature releases and updates. In addition, we are open to involving designated users at NCDOT and participating DROs to test features specifically made for this project prior to release.

Disaster Response

Via provides partners with a platform that minimizes the impact of major events on system performance while maintaining clear and quick processes for system recovery. In the event of any service disruption or disaster (including those that prohibit core system functionalities), our system is built to continue providing service to those who need it most, while our expert system engineers identify and resolve any issues.

Via maintains these capabilities through our Business Continuity and Disaster Recovery (BCDR) Plan, which outlines our procedures for minimizing the potential threat of any disaster, establishes clear chains of command to guide our response, and ensures that our team is fully prepared to manage any issues that arise. Through our BCDR Plan, we typically provide a Recovery Time Objective (RTO) of six hours for severe incidents and a Recovery Point Objective of five minutes. Upon NCDOT's request, we would be happy to discuss an appropriate RTO and RPO that meets the various DROs' standards.

Single Mode Failures and Event Mitigation

Via's commitment to mitigating single mode failures is a key component of our ability to minimize disaster recovery events, maintain continuity, and ensure a quick recovery in the event of a system disruption or disaster. Via avoids any single mode failures through a commitment to redundancy that allows us to absorb any critical system failures without significant disruption. These redundancy measures include:

- **Database redundancy.** Via's databases leverage AWS redundancy capabilities including multi availability zone support. This ensures that if a single availability zone fails it is immediately replaced with a replica to minimize downtime and data loss.
- **Scaling infrastructure.** Many of our services leverage AWS Lambda infrastructure which offers endless horizontal scaling to ensure continuous system operation.
- **Load balancing.** Via leverages AWS ELB (Elastic Load Balancer), which can scale up to handle additional traffic to support any load spikes.

Response Process to Disruptions at Cloud Hosting Center

A disaster that causes a disruption at a cloud hosting center can have potentially significant impacts. Recognizing this, our recovery process for this type of disaster includes a number of separate tasks — depending on the type of issue — and requires the involvement of a large technical team in order to restore service quickly. As listed in the table below, these include:

Recovery tasks	Individual responsible for implementation	Required communication
Database replication. In the event of a database instance failure or availability zone disruption, AWS will, using multi-zone availability, replicate the specific database instance across availability zones to a standby replica. This provides data redundancy, eliminates I/O freezes, and minimizes latency spikes.	This process is facilitated automatically through AWS.	Event is logged in AWS.
Manual backup restoration. In the event of a critical database failure, Via will manually restore the DB from one of our backup snapshots, allowing the system to recover all historical service data.	Via's Network Operation Center (NOC) team or Emergency Management Team	NOC or Emergency Management Teams will inform the Head of Engineering of the event, and provide a full report of events and actions taken up to that point.
Autoscaling. If the disaster leads to multiple service instance failures, AWS leverages EC2 auto scaling features. These ensure that the number of active servers never goes below a predetermined number. This spreads system traffic across a wide number of servers in order to limit the pressure on individual servers, and ensures that, while we may have limited resources due to the disaster, we do not exhaust any of them.	This process is facilitated automatically through AWS.	Event is logged in AWS.
Incident response escalation. If a system malfunction repeats or cannot be handled quickly by the NOC, Via will alert the IR team, which consists of senior staff, team leaders, and the primary point of contact for partners.	Via's NOC team	Via will inform the Emergency Management Team and Head of Engineering to describe the challenge, and provide a full report of events and actions taken up to that point.

Support center escalation. If a system malfunction repeats or cannot not be handled quickly, Via will alert partner support staff of the affected service	Via's NOC team or Emergency Management Team	Team members will notify the relevant support center (or senior leadership, depending on partner preference) of the disruption and possible impact it may have on the service.

Service and Data Restoration

Database crashes are extremely rare in the Cloud, due to fail-over and multi-zone features. Restoring data through fail-over only takes a few seconds; manual backup recovery is only required in the event of human error — which would be unprecedented and extremely rare given our strict controls for limiting external access to Via's databases.

Despite the infrequency of a crash event, Via runs a daily backup of each of our databases and maintains quarterly snapshots for each. Each database includes recovery capabilities:

- **SQL databases:**
  - Continuous replication, recoverable automatically using AWS failover
  - Daily automatic snapshot, recoverable at any time via a manual operation
  - Manual snapshot prior to major upgrades to the database, recoverable at any time via a manual operation
- **DynamoDB Database:**
  - Continuous point-in-time backup, recoverable to any point in the last 14 days by snapshot.
  - Manual snapshot prior to major upgrades to the database, recoverable at any time via a manual operation
- **Redis database** (functions as a short-term data store):
  - Hourly snapshot, recoverable at any time via a manual operation
  - Continuous backup using an Append Only File (AOF), recoverable at any time via a manual operation
- **Snowflake database:**
  - Daily snapshot, recoverable at any time via a manual operation
- **Logs:**
  - Continuously stored on Coralogix

Every architecture change, or addition of service or capability, that may require updating the backup and recovery policy is flagged and reviewed by a separate technical resource. For both live and non-live databases, backups are hosted at AWS's redundant offsite locations.

E.2 Cybersecurity

Via follows proven practices for ensuring the security, privacy, and integrity of data in the Via system. All security practices are informed by Via's comprehensive Information Security Management System ("ISMS"), which establishes guidelines for protecting the privacy of non-public information, safeguarding the accuracy of all data, and maintaining the availability of systems that are vital to the operations of Via and our partners. Below, please see an overview of our system security features. We are happy to provide further detail upon request.

Via has developed all ISMS policies in accordance with ISO 27001 — an international standard for information risk management — and has received full ISO 27001 certification. The ISMS also reflects cybersecurity practices outlined in the CIS Critical Security Controls ("CSC"), a globally recognized guide for following best practices around data protection. As part of the ISMS, Via conducts periodic training and awareness programs so that all employees are equipped to uphold the company's high standards for cybersecurity.

By following ISO 27001 and CSC standards, Via incorporates proven practices to:

- minimize risk associated with a computer or network intrusion;
- allocate time and resources necessary to maintain the confidentiality, integrity and availability of information systems; and
- direct resources required to comply with internal and external compliance or audit requirements.

Via protects our systems and services against security risks using industry best practices with internal and external security testing. All of our services run in secured Virtual Private Clouds, with proper network segmentation and stateless firewalls. Below, please find additional information on our standard cybersecurity practices.

Firewalls

The Via system leverages multiple firewall solutions:

- Reblaze WAF
- Wiz - posture management, compliance, and governance
- Alcide - container and cluster security
- AWS Security Groups

Audit Trails and Logging

Via's system will use the following methods for audit trails and logging to detect network intrusion:

- Cloud environment logs (CloudTrail, Cloudwatch): These enable Via to track and store human/machine actions performed on the cloud infrastructure, including system configuration changes, trip booking, or data modification. We continuously monitor all data-based events and analyze user behavior trends to identify suspicious activity.

- Traffic logs: These track all partner connections to the API, including connection time, IP, action performed, and success/failure code.
- Automated notifications: Via receives automated notifications upon detection of suspicious/malicious activity, such as Web Application Firewall threats.

Logs are created whenever any of the following activities are requested of the system:

- Create, read, update, or delete confidential information, including confidential authentication information such as passwords;
- Create, update, or delete information not covered above;
- Initiate a network connection;
- Accept a network connection;
- User authentication and authorization;
- Grant, modify, or revoke access rights, including adding a new user or group, changing user privilege levels, changing file permissions, changing database object permissions, changing firewall rules, and user password changes;
- System, network, or services configuration changes, including installation of software patches and updates, or other installed software changes;
- Application process startup, shutdown, or restart;
- Application process abort, failure, or abnormal end, especially due to resource exhaustion or reaching a resource limit or threshold (such as for CPU, memory, network connections, network bandwidth, disk space, or other resources), the failure of network services such as DHCP or DNS, or hardware fault; and
- Detection of suspicious/malicious activity such as from an Intrusion Detection or Prevention System (IDS/IPS), anti-virus system, or anti-spyware system.

Tenancy and Compartmentalization

All parts of the system will run on dedicated hosts; no virtualization will be used. Production and development/testing environments are physically segregated to ensure the separation of live customer information from development/testing accounts and the environment. Security tiers are segregated between the systems.

System Scans

Via performs annual scans of the production and testing environments. Via's information technology and information security teams are responsible for implementing controls and performing remediation activities to eliminate any identified vulnerabilities. The vulnerability management process will consist of the following high-level steps:

- Discovery of network assets using an approved third-party scanning tool
- Scanning for vulnerabilities on discovered network assets
- Remediation for identified vulnerabilities

On an annual basis, Via works with a third-party vendor to perform a network and application penetration test across the entire system. The penetration tests will include, but not be limited to, the following:

- External and internal assessments
- Web application testing
- Infrastructure scanning

At all times, the live production system will be monitored using multiple tools:

- Firewall + audit logs, Web Application Firewall (WAF)
- Anti-virus / anti-malware
- Active vulnerability scan

The following database metrics are monitored on an ongoing basis:

- CPU
- RAM
- IOPS
- Data bandwidth
- Queue Depth
- Free storage space
- Connections count
- Binary log usage
- Replication latency

Each metric being monitored is configured with a threshold that, when triggered, alerts Via's technical team. Thresholds might be configured to:

- Notify the technical team about a suspicious performance point.
- Alert the technical team to an event requiring immediate attention.
- There are various event thresholds configured in the system with the appropriate level of alerting/informing, from an email with a warning and indication to a persistent "pager duty" phone call mechanism to the 24/7 on-call senior developer (with auto-escalation in case the developer cannot be reached).

Escalation

Any breach in the security of Via's data — which would be unprecedented — would be escalated to a 24/7 on-call team for immediate response. Should we discover any vulnerabilities or software bugs, we will report the incident to the team immediately and provide a proposed mitigation strategy within 48 hours.

E.3 Access Control

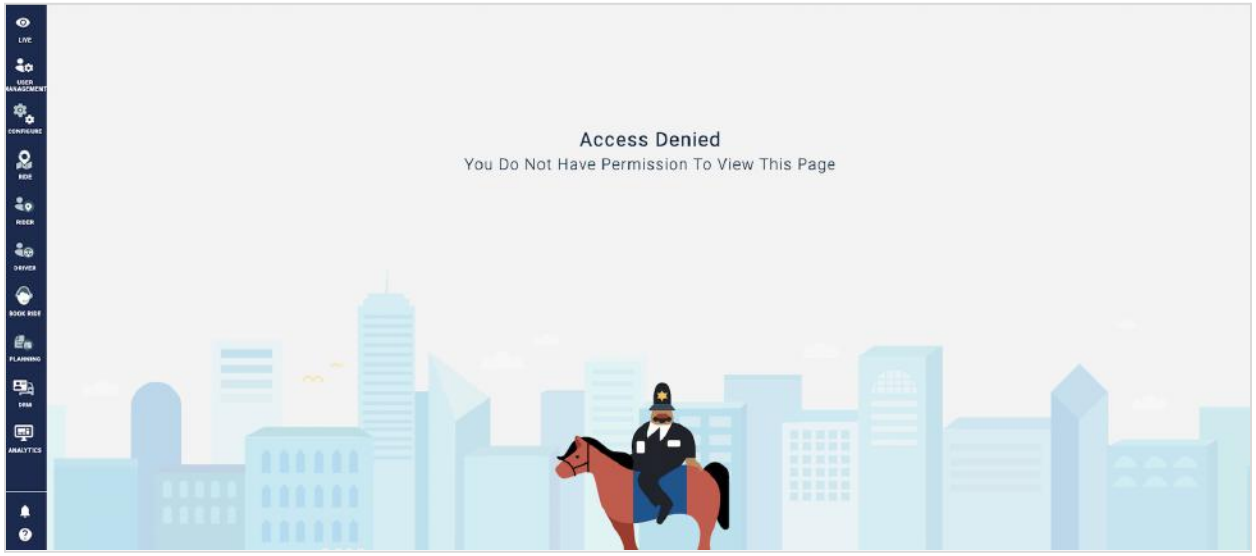
While a variety of users require partial access to various parts of the Via system, maintaining the right access controls is vital to overall system security. Via employs the following user access management practices to protect the system:

Secure System Connections

- Partners connect to the Via system through a single user login that connects them to all tools and resources appropriate to their role. Our system uses AWS Cognito to authenticate, authorize, and audit each user through a multi-factor authentication process.
- The system relies on multi-tier architecture to separate the network into private and public layers.
- Partners connect to the web-based Via system over RestAPI on the public internet using a secure HTTPS connection, going through a Reblaze Web Application Firewall (WAF), which examines each request.
- Incoming partner traffic flows through at least two load-balancers (ELB), which mask internal IP address allocation.

Role-Based Security

Via will only grant access to information assets (including, but not limited to, rider and driver personal information) to authorized individual users. Access is based on a need-to-know and least privilege principle, ensuring that a user receives only the access minimally required for their role or job function. Authorized users of Via's system must be uniquely identifiable within the information system; generic, shared, or group user accounts (IDs) for general user access are not permitted. Additionally, our system maintains an activity log that records login activity that can be made accessible to authorized system administrators.



Internally, Via uses Okta for SSO (Single Sign On), authentication and authorization processes. All access to Via information systems is done with MFA (Multi Factor Authentication) and using ZTNA (Zero Trust Network Access) processes and technologies.

Via's system administrator tools limit user access by utilizing a personal permissions list for each user or group of users. For every user, the DRO and the Via project team will establish user

permission levels that will grant access to the appropriate set of information and system components.

Sample permission levels include:

- **Agent.** View live service and conduct live actions: e.g., waiving the cost of a trip, marking a vehicle as unavailable, or reassigning a passenger to another vehicle
- **Operators.** In addition to all Agent permissions, Operators can create new customers or drivers as well as edit operational parameters such as pricing or communications campaigns.
- **Administrator.** Access to all systems.

Employees requiring administrative or privileged accounts must use separate user accounts from those of normal business accounts. A formal process is in place for granting and revoking employee access to all information systems and services. User access to business systems must be approved by the system owner or Via, as appropriate. Immediately upon termination of an user's employment or business relationship, access to Via's systems and data will be immediately revoked.

Password Management

Via has an established standard for the creation of strong passwords, the protection of those passwords, and the frequency of change. All employees and contractors with access to Via's systems or information must conform to the following requirements:

- Do not share Via passwords with anyone, including colleagues or managers. All passwords are to be treated as sensitive and confidential Via information.
- Do not write passwords down or store them in hardcopy anywhere in the office.
- Avoid using a local administrator account with a shared password on multiple machines.
- Hash and salt all client passwords before storing on the network.

E.4 Data Access

Data protection and safeguarding of confidential client information is a top priority at Via. As we work with many public partners and collect, manage, and store a wide variety of data, we have the necessary processes in place to ensure that confidential information is internally shared on a strictly need-to-know basis and is protected from being distributed to other clients and partners.

Via provides clear guidelines for team members around confidentiality, physical, and digital material security, incident management protocols and primary point of contact for security and privacy questions. These guidelines and specific processes meet the highest standards and can be tailored further to the specific client or project requirements. Further, Via complies with all applicable data protection laws in the geographies in which we operate and all regulatory requirements agreed upon with our partners. For the full policy, follow this link: https://ridewithvia.com/privacy-policy/

Database Access

While we do not typically grant partners direct access to Via databases, NCDOT and participating DROs will have direct access to service performance data through the VOC (as detailed in Section F.2.4.8 Reporting). In addition, we offer partners access to survive data through an AWS S3 bucket upon request[2]. Data will be stored in the US, primarily through AWS hosting centers in Virginia. NCDOT and participating DROs will own data associated with the service.

Below, please find an overview of data collection, data protection, and sharing protocols.

Data Collection

Via collects user data (including riders and drivers) in order to successfully operate our services. We collect data on individual users when they:

- Register to use the service;
- Use the service; and
- Communicate with Via.

Via collects the following user data in order to provide an efficient service:

- Personal information: Name, phone number, email address, favorite locations, location data etc.
- Financial Information: this information is collected for billing purposes but is stored and processed by a third-party vendor. Via only stores the last four digits of the credit card for identification.
- Usage Information: past routes, app activity, device details, etc. This is aggregated, de-personalized and used for research and optimization purposes.

Further, we also collect information, such as anonymous usage statistics, by using cookies, server logs, and other similar technologies.

Data Protection

Via uses appropriate encryption technologies to protect data stored on our corporate and production servers, as well as sensitive client information in our databases. Via also encrypts all data transmissions containing sensitive data.

Encryption Logs

The Via Rider App captures and caches minimal data to authenticate a logged-in user, in order to save the user to log-in every single time the app is opened to streamline the service. In addition, the Rider App saves logs in order to better help research issues. Personal payment data or keys are never written to log unencrypted. All the app data is saved, encrypted, and protected with the best and latest industry standards.

[2] Please note this offer would add additional cost and effort to our proposed scope

Encryption Protocols

The following **minimum encryption protocols** will be implemented when creating, or storing or transmitting sensitive data:

- Via uses 256-bit SSL when transmitting sensitive data over the internet.
- Wireless network transmissions will be encrypted.
- Audit logs that contain sensitive data will be sanitized or removed from the logs.
- **Encryption in motion:** Communication is always encrypted (using HTTPS), and self-signed certificates are not allowed.
- **Encryption Keys management:** The Via system uses AWS Key Management Service (KMS) as the main KMS. AWS KMS is a secure and resilient service that uses FIPS 140-2 validated hardware security modules to protect our keys. AWS KMS is integrated with AWS CloudTrail to provide audit logs of all key usage.
- **Endpoint encryption:** All endpoints that connect to Via's network are disk-encrypted using industry-standard encryption. Personal client information is never stored on the client-side device.
- Via also uses this list of security tools:
    - IPS using WIZ + GuardDuty
    - WAF using Reblaze
    - Open Source scanning using Snyk
    - VPN using Proofpoint ZTNA
    - Cloud security and compliance using Wiz

Third-Party Data Sharing

Via will, over the course of a service, share data for operational and optimization purposes. Via does not sell user data under any circumstances.

Often, this data sharing is to ensure the smooth operation of our service. For example, we share information with our riders or drivers (such as rider geolocation data or name) to facilitate pickups and drop-offs, and may share information in the context of a driver partner referral. Via will, as necessary, share information with insurance companies, government agencies, and law enforcement, or to comply with legal obligations.

For NCDOT and participating DROs, the VOC enables administrators to export select data to third parties, such as results from data analytics tools. Sharable data will be limited to information provided through the VOC.

Third-Party Agreements

To facilitate the provision of our services, Via shares data with third-party contractors based on a strict business need-to-know basis. When transferring user information to a third party, we ensure that the third party collects, processes, and discloses personal information only for limited and specified purposes. This includes, for example, information shared in order to process card payments, perform data analyses, or send or receive automated SMS text messages.

Via does not rent, sell, or share user information with other people or non-affiliated companies for their direct marketing purposes unless we have explicit user permission.

Before sharing any user information with third parties, Via will perform due diligence to assess information security risks arising from the engagement, and establish an agreement that includes:

- A list of all data the provider may process, the purpose of its use, and where it will be stored
- A commitment from the third party to protect the confidentiality of all information
- A requirement for the third party to develop an annual report on their implementation of necessary privacy regulations
- A requirement for the third party to notify Via in case of a security incident
- A process for how, at the conclusion of the agreement, the third party will return and/or destroy the data in their possession and report this to the database controller

Data Lifecycle Management / Retention

New data is submitted into the system through our user-facing applications — the Rider and Driver Apps. Once received, the data is encrypted and stored inside the AWS infrastructure, and analyzed and processed by the appropriate Via teams.

Via's data is archived by means of Amazon Web Services (AWS) S3 backups. All data is eventually expired and removed according to the Data Retention Policy (outlined in below chart). During the data retention period, our partners can access and restore any archived information in real time and without the need to shut down the database. The stored data will be time and date stamped, and contain all the information our partners need for selective sorting and retrieval.

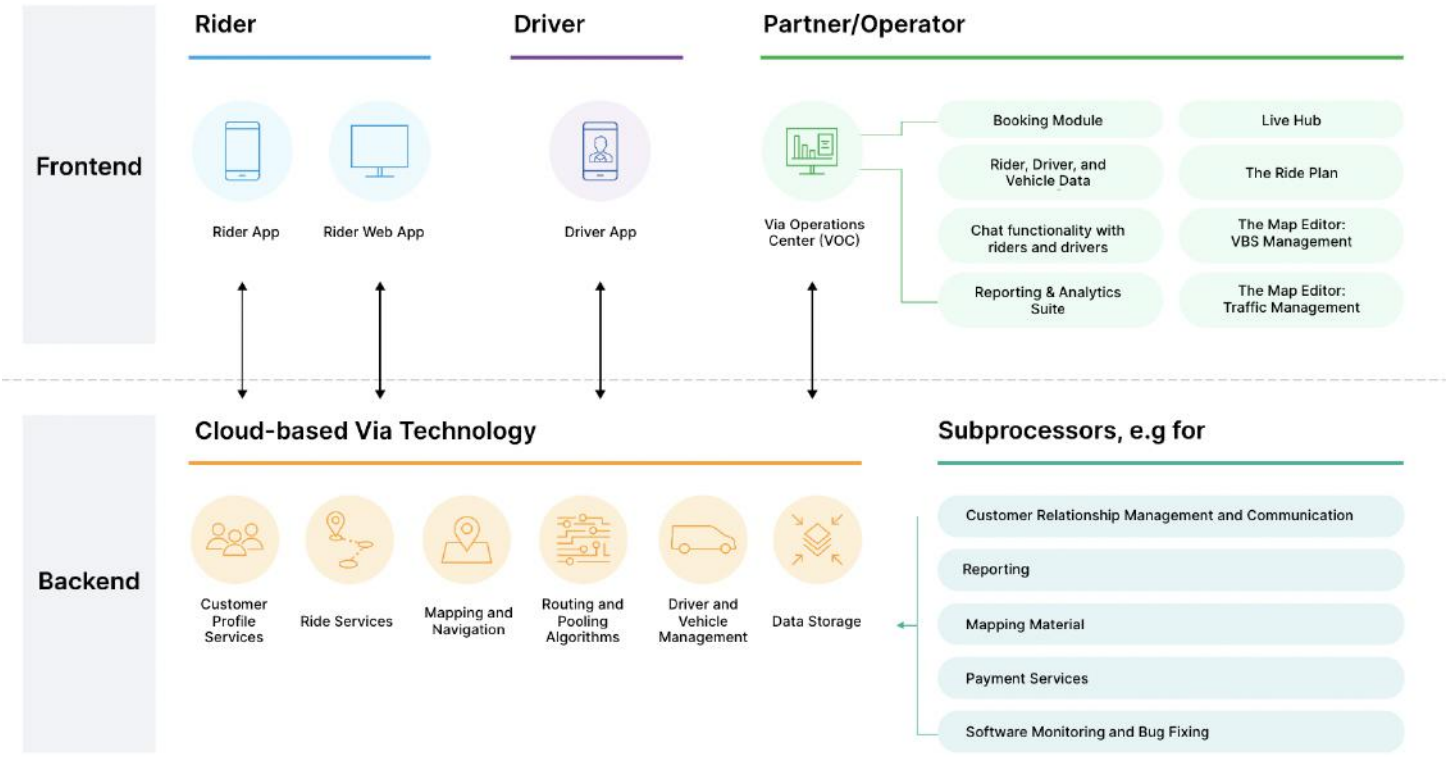
After the retention period expires, data is completely deleted from the cloud database and any associated backups. For security purposes, some data is anonymized with no traceback possibility and is stored in the database. Upon NCDOT's request, we would be happy to share additional details on our data lifecycle and retention timelines.

F. Architecture Diagrams

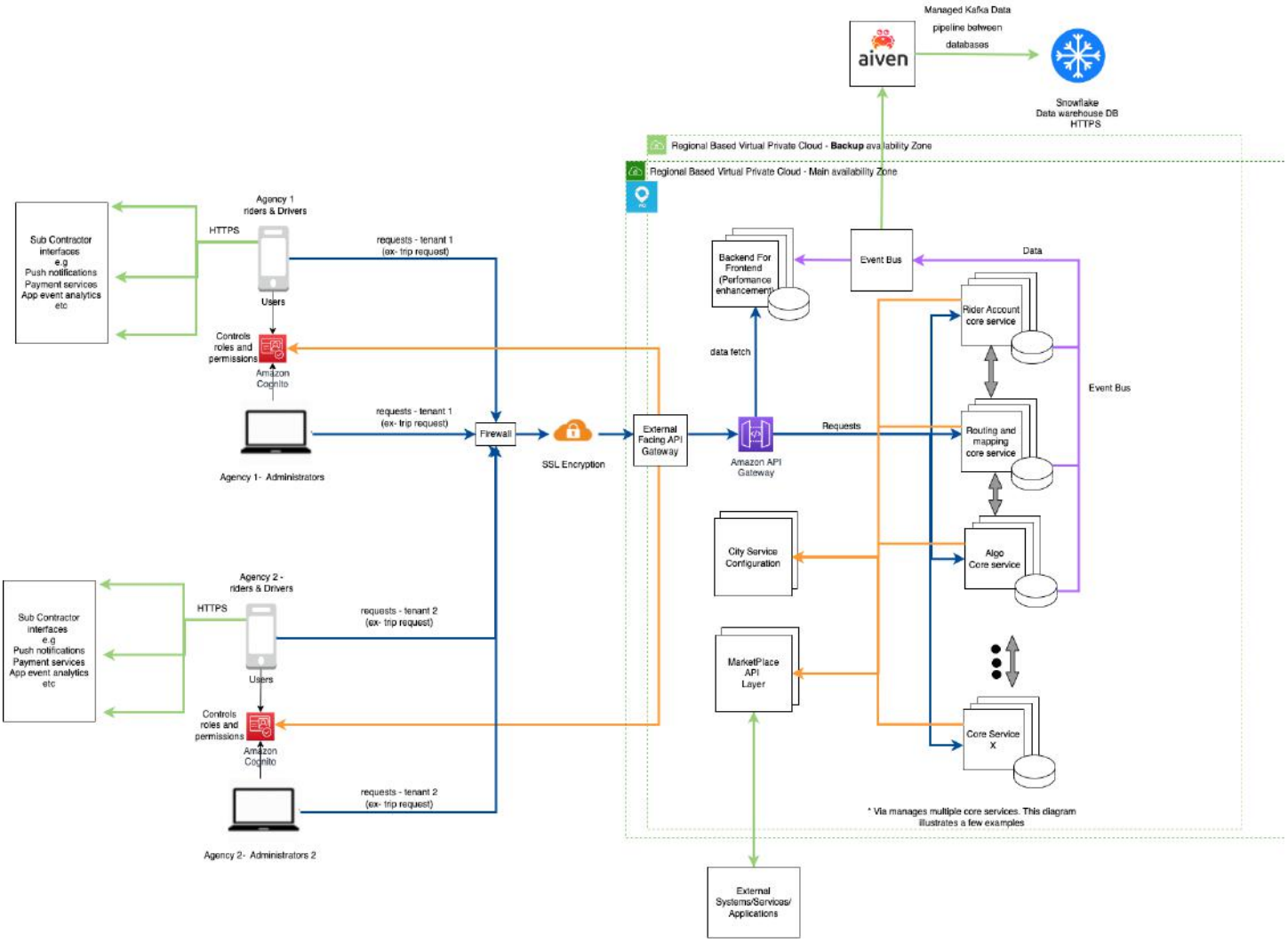
The following are Via's architecture and data flow diagrams, as requested by the RFP, highlighting the various relationary components within our platform. Upon request, we would be happy to further showcase our platform and provide additional details for NCDOT's consideration.

The architecture of the Via Platform is based on linked microservices, each of which completes a defined, specific function that is either internal, customer-facing, or administrator-facing. Via's chosen architecture allows separate teams to work on each microservice, facilitating continual optimization and frequent update releases that are independent of the rest of the system. Through this parallelization, not only are process dependencies reduced — enabling faster development — but the complexity of any given problem is limited to the scope of a specific microservice. For example, trip requests are ingested, routed, and dispatched to vehicles using a set of interconnected modules that are completely separate from the mapping modules, even though the routing algorithm depends on input from the maps.

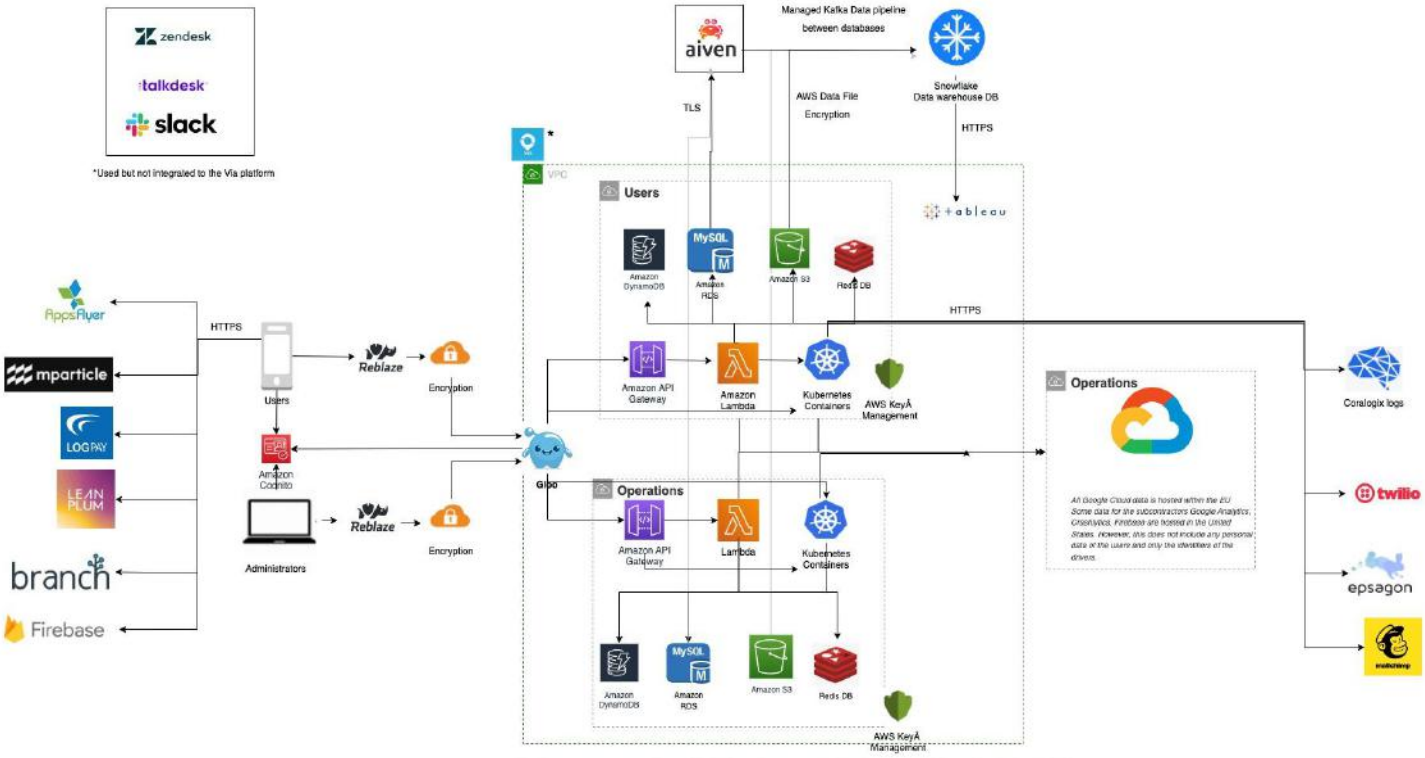
Simple Network Architecture Diagram



Comprehensive Network Architecture Diagram



Data Flow Diagram



G. Cost of Vendor's Offer (Attachment E)

While Via offers the NCDOT and Demand Response Operators the most advanced demand response technology and robust partner support services, we also acutely understand the financial consideration that agencies must take when choosing software providers. As such, we are fully committed to providing the best value for money to DROs. Our Software-as-a-Service solution includes two fee categories:

- **Installation Fee:** This one-time fee covers all technical tasks and start-up activities required to launch a successful demand response transit software platform.
- **Recurring Fees:** After launch, our solution is priced as an all-inclusive monthly per-agency and per-active vehicle fee, granting ongoing access to Via's cloud-based software.
    - **Monthly Per Agency Fee:** This recurring fee covers some of Via's fixed costs related to cloud hosting and support and allows agencies to access the exceedingly favorable per-vehicle pricing available to participating DROs.
    - **Monthly Per-Vehicle Fee:** Via also charges a fee per-active vehicle, tiered to allow for economies of scale as the service grows. DROs will only be charged for active vehicles used during service hours, and not for every vehicle in their fleet (i.e., spare vehicles would not be subject to this fee). In addition to access to Via's software suite, the fee also covers our reporting suite, Amazon Web Services cloud hosting, marketing support, and continuous software upgrades.

Via's fee structure is fully flexible and we welcome further discussion to determine a pricing strategy in line with each DRO's individual goals and needs. For example, we can adjust our fee structure to charge more in upfront costs, to reduce ongoing support fees to provide DROs with as much budget flexibility as possible, or vice versa.

Below is our cost proposal, which provides details on the breakdown of our pricing structure. Additionally, in response to the RFP's optional pricing features, we have included optional pricing for **Ruggedized Tablets** and our **Remix Fixed Route Scheduling** platform. We look forward to further discussing our proposal with NCDOT to best accommodate the State's needs.

Software-as-a-Service (SaaS) Cost Proposal for NCDOT Demand Response Operators

	Description	Amount
Installation Fee	One-Time Fee	$40,000
Monthly Per Agency Fees	Monthly Fee per Participating Agency	$1,465
Monthly Per Vehicle Fees	Monthly Fee per Vehicle - Vehicles 1-100	$245
	Monthly Fee per Vehicle - Vehicles 101+	$190
Total 2-Year Cost	**6-Vehicle Fleet, 1 Agency**	**$110,440**
Toal 5-Year Cost	**6-Vehicle Fleet, 1 Agency**	**$216,100**
Optional: Hardware Costs	*Fee per Device Package (Incl. Samsung Tab Active Pro or similar, RAM mounting hardware, power, rugged case, and installation)*	*$1,250*

Note: Pricing excludes applicable taxes. Fixed per-agency fee payable upfront annually. Hardware, if elected, to be treated as a pass-through +10%. If NCDOT prefers a different device, Via can adjust pricing estimates.

Remix Transit and Scheduling Cost Proposal for NCDOT Demand Response Operators

Installation Fee per Agency

One-time fee per agency, payable at signing of SOW

Installation Fee for Annual Recurring Fees $10,000 - $20,000:	$ 7,500
Installation Fee for Annual Recurring Fees $20,001 - $50,000:	$ 9,500
Installation Fee for Annual Recurring Fees $50,001 - $100,000:	$ 14,500
Installation Fee for Annual Recurring Fees $100,001+:	$ 24,500
Discount on Installation Fee for NCDOT Agencies:	10 %

Yearly Per Vehicle Fees

Per vehicle per year, based on each agencies VAMS* at contract execution

Vehicles 1 - 50:	$ 900
Vehicles 51 - 100:	$ 675
Vehicles 101+:	$ 505
Minimum Annual Fee	$ 25,000

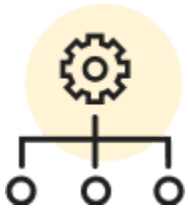
*VAMS = vehicles available for maximum service
Note: if additional years are elected, a 5% annual inflation & innnovation escalator will be applied to recurring fees.

H. Schedule of Offered Solution

Via's system implementation process includes several stages that are designed to ensure both a successful launch as well as service design that supports the DRO's long-term goals for their service:

Service Planning and Design: Each community has unique goals and passenger needs, so our launch process is anchored around a collaborative input gathering stage that includes simulation studies, a review of the project's technical requirements, and alignment on performance and reporting goals. The result is a service design plan that is completely customized to suit the DRO's needs, and which allows Via's implementation specialists to configure the Via system according to the DRO's service goals.

Testing and Training: In advance of launch, Via's launch team will install Via's Driver App on hardware devices (provided either by the partner or Via), test with drivers in vehicles, and conduct training workshops for staff to ensure they are comfortable using Via's software from day one. Via's Community Engagement team will also support the participating DRO's pre-launch community outreach and marketing efforts to ensure passengers are aware of the service transition.



In-Person Launch Support: We understand how challenging it can be to overhaul processes and software providers, and we also recognize the importance of face to face conversations to facilitate trust in the new system. **Via is pleased to commit to on-the-ground training and support for staff of each participating DRO** during the immediate launch period from hand-picked Via staff members who are experts at migrating services over from existing systems. This in-person support will be supplemented by our robust partner support team, including a dedicated Partner Support Manager and 24/7 technical support.

In the initial launch phases, we will scope the DRO's specific needs and we can gladly adjust our schedule should they desire a modified implementation timeline. We look forward to discussing our service launch capabilities in further detail.

H.1 Implementation Launch Schedule

Via is committed to launching a successful service according to each participating DRO's timeline. We have a 12-week launch process that is efficient, thorough, and proven. While some providers may offer to implement their services in a shorter time, Via is fully aware of the complexities and risks of implementing a new platform, whether it is for the first time or transitioning from existing software. Our Launch Team has fully developed processes specifically to facilitate this process and will spend the time necessary to ensure a smooth and successful transition.

Below is our six-step launch process according to a 12-week timeline beginning when we receive notice to proceed, along with the estimated length of time of each step, major deliverables, and both Via and the DRO's responsibilities. We look forward to discussing the program's launch timeline in further detail with NCDOT and participating DROs.

Project Stage	Via + DRO Activities	Milestones
STAGE 1: Initial System Assessment ***Weeks 1 - 3***	• Confirm goals for initial system/needs assessment • Analyze existing system and surrounding transit options in the region • Conduct simulations of different service models in the region • Assess needs for data migration from existing system, if applicable *DRO to provide existing ridership data, if applicable*	• Project goals collaboratively established • Understanding of demand and travel patterns clarified • Pain points and opportunity areas identified
STAGE 2: Service Planning & Design ***Weeks 4 - 7***	• Confirm technical and any unique product requirements • Align on performance goals, service quality targets, and reporting requirements • Run simulations to test service performance under different service parameters *DRO to provide performance goals and / or KPIs, and preference regarding service parameters / simulation results; input on preferred outreach strategies*	• Project scope finalized • Service parameters established • Technical specifications confirmed • Data sharing plan finalized, if applicable
STAGE 3: System Development & Internal Testing ***Weeks 8 - 9***	• Localize the Via platform, including the routing and aggregation algorithms and internal mapping system, to the service area • Localize front-end environment as well as system messages, emails, and other branded communications • Conduct data migrations, if applicable • Configure Rider App, Driver App, Admin tools, and data dashboards • Begin quality assurance testing and debugging *DRO to provide access to data for migration, if applicable*	• Software suite localized • Quality assurance and internal system testing completed • All required data migrated to the Via platform, if applicable

STAGE 4: Testing & Training ***Weeks 10 - 11***	• Perform a broad spectrum of functional tests using a fully localized simulation environment • Conduct quality assurance internal field tests in zone with real drivers and riders • Install Via's Driver App and in-vehicle tablets, and test with drivers in vehicles • Conduct training workshops for drivers and administrators • Support pre-launch outreach activities *DRO's staff to attend required trainings and participate in pre-launch outreach*	• Training completed • Field testing continued • Rider and Driver Apps made available for download
STAGE 5: Operational Preparation ***Weeks 11 - 12***	• Ensure the system experience aligns with the DRO's vision • Finalize any adjustments to service design resulting from functional and internal tests *DRO's staff to participate in any additional training activities*	• Field testing completed • Additional operational tests completed • All pre-launch marketing completed
STAGE 6: Service Launch & Optimization ***Week 12 - Ongoing***	• Provide hands-on support to ensure a successful launch • Create an initial run schedule to maximize service efficiency and attract new riders • Gather feedback from initial users and make adjustments as needed *DRO to provide feedback for ongoing optimization*	• Live service • Ongoing optimization • Post-launch outreach plan initiated

H.2 Project Manager and Key Staff

Via's dedicated Project Manager and Project Team for each DRO will manage, supervise, and advise on every aspect of service design and delivery, leveraging their experience launching and optimizing other Via services around the world.

Below, we include an overview of team member roles and an organizational chart. We have included resumes for key personnel in Section P: Additional Supporting Materials.

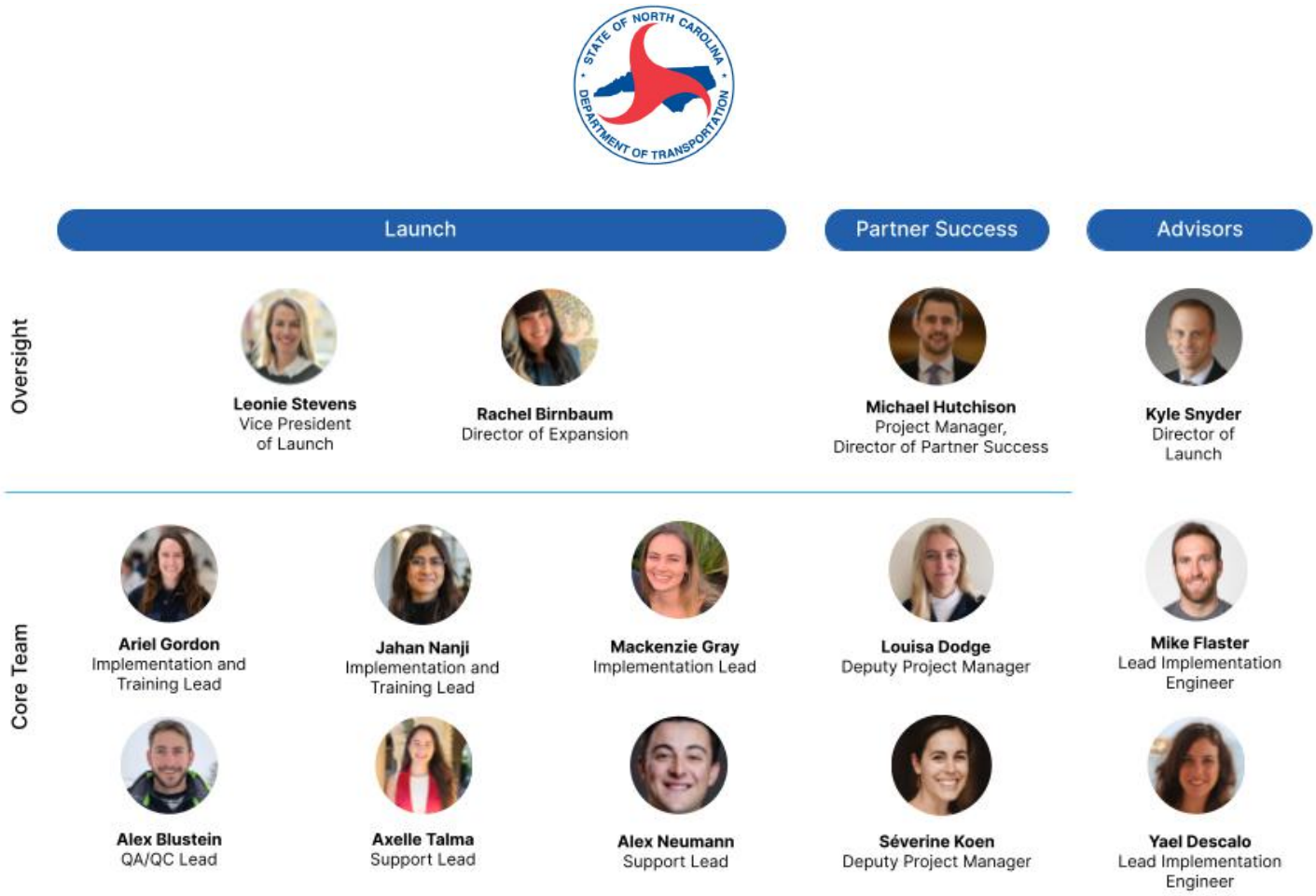
Contract: Our in-house team of service design experts and consultants will work closely with DROs to finalize project goals, key KPIs, and service design as well as manage the contracting process.

Launch: Our launch team will work closely with DRO staff to oversee the full end-to-end implementation of VIa's software and the training of relevant personnel.

Partner Success: Partner Success will be the day-to-day partner of the participating DRO's team, orchestrating business review meetings, continuously monitoring service performance, and driving iterative improvements. Michael Hutchison will be the Project Manager, overseeing the many dedicated Partner Success Managers assigned to each DRO. Partner Success Managers will be highly available to DROs during regular business hours and remain dedicated to the service for the life of the partnership.

Expert Support: Each DRO service will be supported by our Rider Growth Team, led by Fred Dintenfass, Via's Vice President of Rider Growth, and our Community Engagement Team, led by Tess Gebretensai, who will each ensure ongoing service growth, a smooth transition for paratransit riders, and strong partnerships with local community organizations.

The following is an organizational chart of our proposed project team, including assignments for the roles listed in *Specification 1.a-6* of the RFP.



H.3 Data Migration Plan

As part of our launch process, if applicable, we will migrate all data from the participating DRO's existing system into Via's platform in order to enable access through the VOC for report and data generation. Via has proven expertise in managing complex migrations from legacy systems like Routematch, Trapeze, and other platforms for transportation providers, including:

Routematch Migrations:

- Peterborough, Ontario
- Charlotte Area Transit System, NC
- Intercity Transit, WA
- Mountain Line, Montana
- Flathead County, Montana
- Tyler Transit, TX
- St. John's, Newfoundland and Labrador
- Baldwin County, Alabama
- Shasta County, California
- Richland County, Montana

Trapeze Migrations:

- Hampton Roads Transit (Hampton Roads, VA)
- Golden Empire Transit (Bakersfield, CA)
- Palm Tran (West Palm Beach, FL)
- Sarasota County, FL
- CityBus (Santa Rosa, CA)
- Kosentra (Oslo, Norway)
- Sun Metro (in progress) (El Paso, TX)
- St. Albert Transit (in progress) (St. Albert, Canada)

Other Platform Migrations:

- King County Metro (Seattle, WA)
- Sacramento Regional Transit District (Sacramento, CA)
- Harvard University (Cambridge, MA)
- Northeastern University (Boston, MA)
- Green Bay Metro (Green Bay, WI)
- Eastern Contra Costa Transit Authority / Tri Delta Transit (Eastern Contra Costa County, CA)
- Norwalk Transit District (Norwalk, CT)

For a seamless transition from the DRO's legacy service, we can import existing data from the existing databases into our system. Via's in-house Data Science team will work directly with staff to conduct the following four-step data migration process:

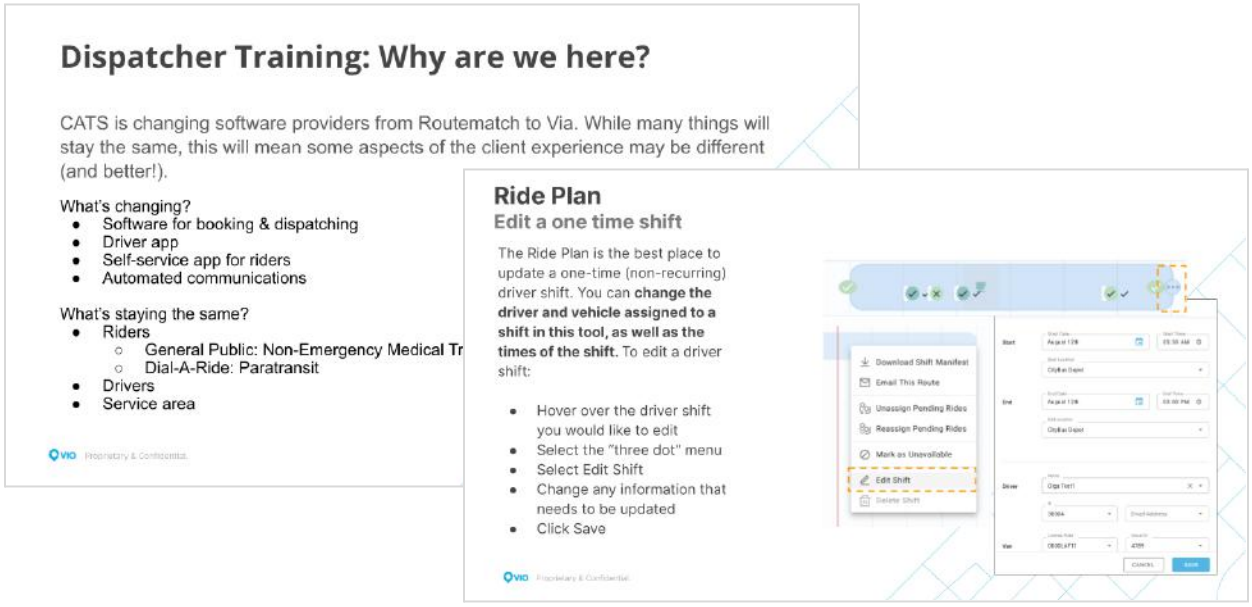
- **Step 1 - Knowledge sharing & data scoping.** Perform extensive data scoping to assess existing data sets, and the project data needs to determine what data needs to be migrated.
- **Step 2 - Data evaluation.** Evaluate data formatting, speed of data import, and the need for additional data fields and product features to support the migration.

- **Step 3 - Initial data migration, quality assurance (QA), and validation.** Upload an initial data set, and perform extensive QA to evaluate the success of the migration and confirm system readiness for bulk upload. Our team will also perform data validation to ensure the data makes sense (e.g., the geographic location of pickup locations).
- **Step 4 - Full migration, QA, validation, and field testing.** Upload the entire data set, perform QA and validation, as well as extensive live field testing.

This process will ensure a successful migration of data to the Via Platform, and enable us to convert each DRO's service with minimal disruptions.

H.4 Training

Via has trained **tens of thousands of system users and drivers** across our global deployments. Leveraging this experience, we will develop a customized hands-on training program to ensure that all relevant personnel — including drivers, customer support representatives, and administrative staff — are equipped to use the Via platform and operate the service successfully. We will supplement the live training workshops with a suite of written training documents tailored to the DRO's needs.

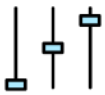


Sessions will consist of a combination of "classroom" and "hands-on" training and Via will provide all software necessary and electronic copies of product software manuals. We can train as many employees as the partner deems appropriate, and we can conform our training program to align with any unique training needs, such as splitting up or combining dispatch training, depending on their preference.

Training Introduction Workshop:
High-level overviews of the Rider App, Driver App, and administrative tools

Overall Systems Training:
Workshops for using the Via Operations Center, Driver App and Rider App

Paratransit Scheduling and Dispatch Training (3 sessions):
Detailed workshops for schedulers and dispatchers who are taking reservations, preparing pre-scheduled manifests, and monitoring and managing day of service operations



Advanced Administrative Tools:
Training for advanced administrative functions, such as inputting road closures and adjusting operational settings / configurations

Data and Reporting Training:
Workshops for understanding and leveraging the data through our various dashboards, reports, S3 bucket, and best practices for marketing and growing the service

Driver Training:
Workshop to train both paratransit and microtransit drivers, can be broken up into multiple sessions to accommodate driver schedules if necessary

Rider-Centric Tools Training:
Workshops focused on usage of rider centric tools so that staff can help driver adoption and support rider community questions and needs

In addition, our dedicated Partner Success Managers can provide additional follow-up resources and refresher training at any time upon the DRO's request. We look forward to further discussing our training offerings with NCDOT and DROs to best understand and meet their needs.

I. Signed Vendor Certification Form (Attachment F)

The following is our completed Attachment F: Signed Vendor Certification Form, signed by Erin Abrams, an authorized representative of Via Mobility, LLC.

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: DocuSigned by: Erin Abrams F80EDB6983764FA... Date: 6/15/2023

Printed Name: Erin Abrams Title: Manager

J. Location of Workers Utilized by Vendor Form (Attachment G)

The following is our completed Attachment G: Location of Workers Utilized by Vendor Form, signed by Erin Abrams, an authorized representative of Via Mobility, LLC.

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

Please see Section P.1 Location of Workers Utilized by Vendor for more information.

K. References (Attachment H)

Via's software solution and comprehensive support are unmatched, delivering everything needed for transitioning the City's demand response transit from legacy technology and implementing a high quality and operationally efficient service. As proof that our platform is the best solution for NCDOT, we offer the contact information of three current partners that utilize our proposed solution for this project and have similar scopes of work. In addition, please find detailed case studies for these services with project summaries of services provided, service outcomes, and core metrics.

Partner	Contact Information	Service Information
Charlotte Area Transit System (CATS) (Charlotte, NC)	**Contact name and title**: Jeffrey McClellan, Paratransit Supervisor **Address:** 600 East 4th Street, Charlotte, North Carolina 28202 **Phone number**: (704) 336-7600 **Email address**: jeffrey.mcclellan@charlottenc.gov	**Implementation Period:** Feb 2022 - May 2022 **Solution Products:** SaaS Paratransit **# of Supporting Staff:** 32 **# of End Users:** 1,996 **# Supported Sites:** 1 service zone
St. Lucie County, (Port St. Lucie, Florida)	**Contact name and title**: Adolfo Covelli, Transit Operations Manager **Address:** 2937 W Midway Rd, Port St. Lucie, Florida 34981 **Phone number**: (772) 462-1798 **Email address**: covellia@stlucieco.org	**Implementation Period:** Oct 2021 - Jan 2022 **Solution Products:** SaaS Microtransit **# of Supporting Staff:** 12 **# of End Users:** 985 **# Supported Sites:** 1 service zone
City of Wilson, North Carolina (Wilson, NC)	**Contact name and title**: Rodger Letnzy, Assistant City Manager **Address:** 112 Goldsboro Street East, Wilson, North Carolina 27893 **Phone number**: (252) 399-2210 **Email address**: rlentz@wilsonnc.org	**Implementation Period:** Jul 2020 - Sept 2020 **Solution Products:** TaaS Microtransit **# of Supporting Staff:** 21 **# of End Users:** 13,716 **# Supported Sites:** 1 service zone

Charlotte Area Transit

Technology to improve efficiency of one of the largest ADA paratransit services in the US

Partner:
Charlotte Area Transit (CATS)

Location:
Charlotte, NC

Service Type:
Paratransit

80%

Decrease in daily unassigned rides

5K+

Migrated rider accounts

10%

Immediate improvement in OTP

Partner Challenges

Charlotte Area Transit System (CATS), one of the largest transit agencies in the U.S., wanted to improve its paratransit service's on-time performance (OTP), reduce compliance risk and boost overall network efficiency. In January 2022, CATS chose Via to optimize the service, replacing RouteMatch, its legacy provider.

Via Solution

In the fastest launch in CATS history, Via configured the new paratransit solution, trained agency staff, and migrated all data in just 16 weeks. CATS quickly saw an increased OTP, which is currently at its highest level in years, compared to the previous service's 73% OTP record. Amid the backdrop of a shrunken driver workforce, Via's enhanced automated scheduling and dispatching minimized the need for dispatchers to schedule rides throughout the day.

> *"First software developer for paratransit who instills a sense of integrity and pride in their product. Not willing to compromise if it compromises the principles of the product they are developing. It is refreshing."*
>
> *— CATS Paratransit Senior Manager*

ART On-Demand

Neighborhood-friendly on-demand service for local trips

Partner:
Area Regional Transit

Location:
Port St. Lucie, Florida

Service Type:
Microtransit

2x

Growth in ridership

4.9

Average rider rating (out of 5)

80%

Trips booked on the app

Partner Challenges

St. Lucie County needed to replace its legacy dial-in demand service with a new service that would improve ridership and operator bandwidth.

Via Solution

By partnering with Via, the County's microtransit service allows residents and visitors to book curb-to-curb rides through a white-labeled app in a designated zone in Port St. Lucie. With accessibility as a priority, the service is wheelchair accessible and fare free. ART On-Demand now completes more rides daily than the previous provider did weekly.

> *"It's exciting to watch our transit system continue to evolve by offering our residents convenient ways to access free public transportation. The more we embrace public transportation, the more we reduce the amount of vehicles on the roads and help keep our carbon-footprint smaller."*
>
> *— Sean Mitchell*
> *St. Lucie County Commission Chair*

The City of Wilson

Replacing an underperforming fixed-route network with a citywide on-demand service.

Partner:
The City of Wilson

Location:
Wilson, NC

Service Type:
Microtransit

150%

Increase in ridership

80%

App adoption with riders

0%

Increase in budget

Partner Challenges

Wilson partnered with Via to implement a comprehensive overhaul of its outdated bus system originally designed for commuters working downtown. As commuting patterns have become dispersed, RIDE provides high quality on-demand rides at an affordable price.

Via Solution

Since launch, RIDE has significantly improved mobility for residents, increasing ridership from 55 fixed route rides per day to over 400 on-demand rides per day. Transit coverage has jumped from roughly 40% of the city to 100% without increasing the budget. Further, Via has partnered with Wilson to execute targeted marketing and community engagement campaigns, driving significant growth in ridership, especially among senior citizens, people with disabilities, and those who are unbanked or do not have access to a smartphone.

"I couldn't have imagined a smoother launch to our service....I'm confident in our team and partnership to deliver the best possible system for our city. So cheers to you all and RIDE. "

- Roger Lentz
Chief Planning & Development Officer

NEORide

Ten agencies across 5 states simultaneously launching Via-powered services under one umbrella contract.

Partner:
NEORide, Council of Governments

Location:
Ohio, Arkansas, West Virginia

Service Type:
Rural, suburban, and urban microtransit

25

Member agencies

10

Simultaneous launches

100+

Vehicles across all planned services

Project Summary

NEORide, a Council of Governments (“COG”) based in Ohio, was seeking a partner that could provide coordinated dispatching and scheduling software for all of its member agencies while still meeting the individual service needs of each community.

Via Solution

Via provides a single ride booking application with an integration with NEORide’s mobile payment wallet, EZFare. NEORide administrators have centralized data for all services, while each agency is configured separately. For example, SORTA in Cincinnati is configured with curb-to-curb service, while other agencies use corner-to-corner service. Today, NEORide services have average wait times of **7 minutes.**

L. Financial Statements (Attachment I)

The following is our completed *Attachment I: Financial Review Form*, signed by Erin Abrams, an authorized representative of Via Mobility, LLC. In addition, we have attached our financial statements for the past three (3) fiscal years, including income statements, balance sheets, and statements of changes in financial position or cash flows.

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: Via Mobility, LLC
2. Company structure for tax purposes (C Corp, S Corp, LLC, LLP, etc.): LLC
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: January 1, 2020

   End Date of financial statements: December 31, 2022
8. Provide a link to annual reports with financial statements and management discussion for the past three complete fiscal years: Please see attached.
9. Provide the following information for the past three complete fiscal years:

In thousands:

	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	213,818	222,363	91,402
b. Accounts Receivable (beginning of year)	7,321	13,523	40,273
c. Accounts Receivable (end of year)	13,523	40,273	43,803
d. Average Account Receivable for the Year (calculated)	10,422	26,898	42,038
e. Inventory (beginning of year)	-	-	-
f. Inventory (end of year)	-	-	-
g. Average Inventory for the Year (calculated)	-	-	-
h. Current Assets	233,715	271,758	145,389
i. Current Liabilities	26,205	46,018	53,835
j. Total Liabilities	43,010	60,194	56,979
k. Total Stockholders' Equity (beginning of year)	(465,932)	(575,028)	(701,320)
l. Total Stockholders' Equity (end of year)	(575,028)	(701,320)	(824,619)
m. Average Stockholders' Equity during the year (calculated)	(520,480)	(638,174)	(762,970)
INCOME STATEMENT DATA			
a. Net Sales	39,157	100,036	184,075
b. Cost of Goods Sold (COGS)	23,691	64,238	115,692
c. Gross Profit (Net Sales minus COGS) (calculated)	15,466	35,798	68,383
d. Interest Expense for the Year	(1,039)	-	-
e. Net Income after Tax	(115,663)	(136,748)	(158,177)
f. Earnings for the Year before Interest & Income Tax Expense	(113,788)	(135,499)	(156,734)
STATEMENT OF CASH FLOWS			
a. Cash Flow provided by Operating Activities	(98,382)	(139,198)	(130,368)
b. Capital Expenditures (property, plant, equipment)	(2,170)	(3,833)	(3,634)

M. Exceptions to Requirements and Specifications

Our legal team has reviewed the contractual requirements included in the RFP. If selected, we look forward to promptly executing a contract with NCDOT and/or Demand Response Operators ("DRO's") as we have with hundreds of cities, agencies, sub agencies, and nonprofits worldwide. Our understanding is that the contract would include the Department of Information Technology Terms and Conditions and NCDOT Agency Terms and Conditions appended to the RFP as Attachments B (the "NCDOT Terms") and C (the "NCDOT Terms"), respectively (together, the "Terms"). Assuming that to be true, our offer consists of the following supplementary terms:

A. Notwithstanding Section 1(39)(a) of the NCDOT Terms, the license granted to the State to use the Vendor technology embedded in the Services is not perpetual and is limited to the term set forth in the applicable Participating Addendum (to the extent any DRO is licensed to use the Services) and to the term set forth in the Agreement.

B. Notwithstanding Section 1(21(b)(ii)) of the NCDOT Terms, the Agreement may not be terminated by either Party without cause.

C. Notwithstanding Section 1(22)(c) of the NCDOT Terms, the limitation of liability set forth in Section 1(22)(b) limits liability for failure to satisfy requirements of a Service Level Agreement and/or Deliverable/Product Warranties.

D. Notwithstanding Section 3(18) of the NCDOT Terms:

    i. The Vendor may use State Data provided by end users to improve the Services and may retain such Data after the term of the Agreement to the extent required by law and/or Vendor's recordkeeping and data backup requirements.

    ii. The Vendor's obligation to maintain the confidentiality of State Data shall survive the term of the Agreement for so long as Vendor remains in possession of State Data.

    iii. The Vendor grants the State a limited, non-exclusive license to use derivative works of Vendor's proprietary materials prepared or created during the performance of the Services for the duration of the term of the Agreement or, if shorter, the term of the last-expiring Participating Addendum.

E. Notwithstanding Section 3(2)(e) of the NCDOT Terms, the Parties acknowledge that certain end users of the Services (such as independently contracted drivers or providers of transportation services) will be bound by "clickwrap" type terms of service, acceptable use, and privacy policies as a condition of using the Vendor's software product(s). Such policies will be mutually agreed by the Parties.

N. Vendor's License, Maintenance, and Service Level Agreements

As a software provider, Via Mobility, LLC does not require a license in the state of North Carolina to provide technology services. Via has existing and compliant demand response deployments within the state and looks forward to partnering with additional Demand Response Operators (DROs) to power mobility services.

Please refer to Section D.9: Maintenance and Support Program for details on our maintenance and support services.

We look forward to discussions with NCDOT and participating DROs to establish a mutually agreeable Service Level Agreement (SLA).

O. Supporting Material

Via also offers NCDOT and DROs additional value-add services that go beyond the scope of this RFP and set us apart from other providers. As the world's most advanced public mobility platform, we can offer our partners a number of features, capabilities, and services that will greatly enhance its transit service and offset costs for agencies, including turnkey operations, consulting services with Via Strategies, our transit network planning tool, Remix, Rider Growth Services, and revenue support services.

O.1 Turnkey Operations

In addition to our SaaS solution described in this proposal, Via also offers the most robust and proven model for turnkey microtransit. Via pioneered our Transportation-as-a-Service ("TaaS") model specifically to provide transit agencies and cities with turnkey general on-demand services that could operate more efficiently than agency- or city-operated services, while incorporating the branding, quality, and reliability of public transit. Via's solution is operated in-house with a network of reputable, national partners to provide a fully-integrated microtransit service. Led by our expert operations team, we now power over 40 high-performing turnkey on-demand services across the United States, delivering over 500,000 monthly rides. This includes our thriving TaaS deployment with the City of Wilson, North Carolina, which we have included a detailed case study of in Section K: References.

If it is of interest to NCDOT and any North Carolina DROs, we would be happy to provide additional details and scope a potential turnkey TaaS microtransit solution to further understand how such a service could be developed. If a DRO were to commit to a Via-run TaaS service, we would provide:

The following is our general approach to our core TaaS operation components:

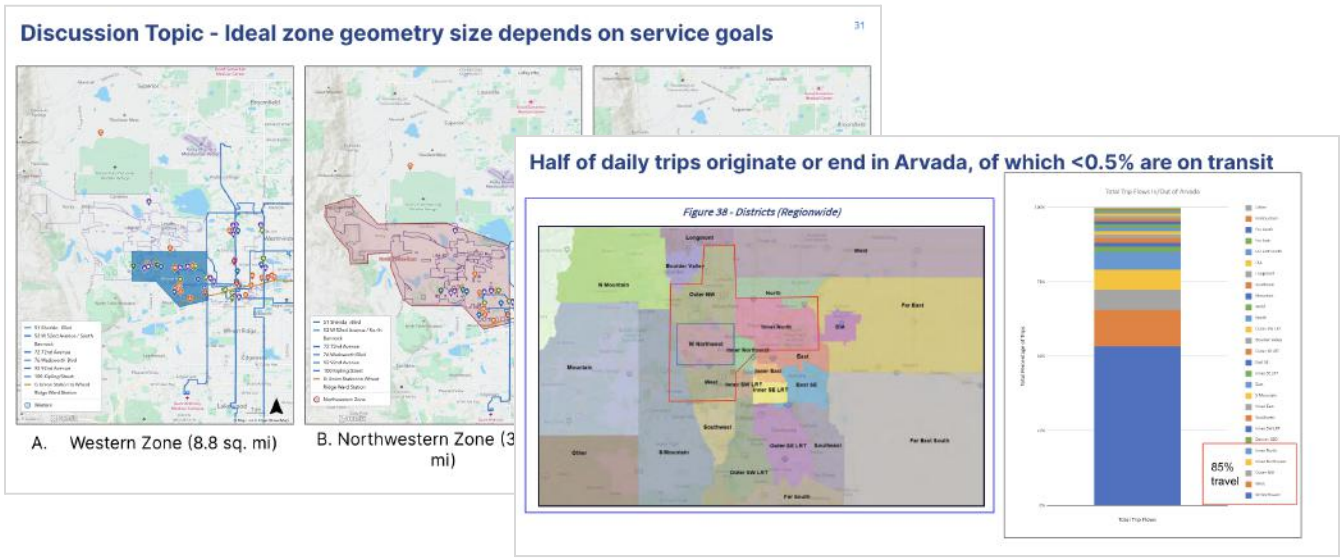
- **Driver Recruitment:** Via is well-versed at vetting and training professional drivers according to our partners' needs. For each driver applicant, a detailed driving history and criminal record check is completed before they can access the Via Platform. We have an in-house 15+ person driver acquisition team dedicated to finding and onboarding the best drivers for the service.

- **Driver Onboarding:** Via has worked with tens of thousands of drivers across our global deployments. As a part of our services, Via coordinates comprehensive pre-launch onboarding for drivers, through a program which equips each driver to deliver safe, comfortable, and friendly experiences for riders. These intensive sessions and online modules promote continuous learning and teach drivers how to provide outstanding customer service, assist passengers with limited mobility, practice defensive driving and safely navigate roads, use the Via Driver App, and more.
- **Vehicles:** Via has strong relationships with national vehicle renting providers like Avis to procure a branded fleet that is fully up to our partners' standard. In collaboration with the vehicle provider, we will ensure that the fleet is clean and in good repair so that riders can enjoy clean and comfortable rides. Through Avis' extensive footprint and large fleet, we are able to offer significant operating flexibility to adjust the service as necessary and ensure that vehicles are available at all times.

We look forward to further discussing the potential for new TaaS services in North Carolina with NCDOT and any interested DROs.

O.2 Consulting Services with Via Strategies

As the world's leading planner, designer, and provider of innovative public mobility systems, Via includes an in-house consulting team, **Via Strategies**, to support in transit feasibility studies and planning, with particular expertise in on-demand transit planning. Our consulting team is able to draw on the broader Via team's experience implementing, operating, and optimizing transit systems in a diversity of contexts throughout the Southeast, the United States, and the world to create recommendations that are informed by unparalleled on-the-ground knowledge. If it is of interest to NCDOT or any DROs, we would be happy to provide additional information on a potential transit design workshop to showcase our expert services.

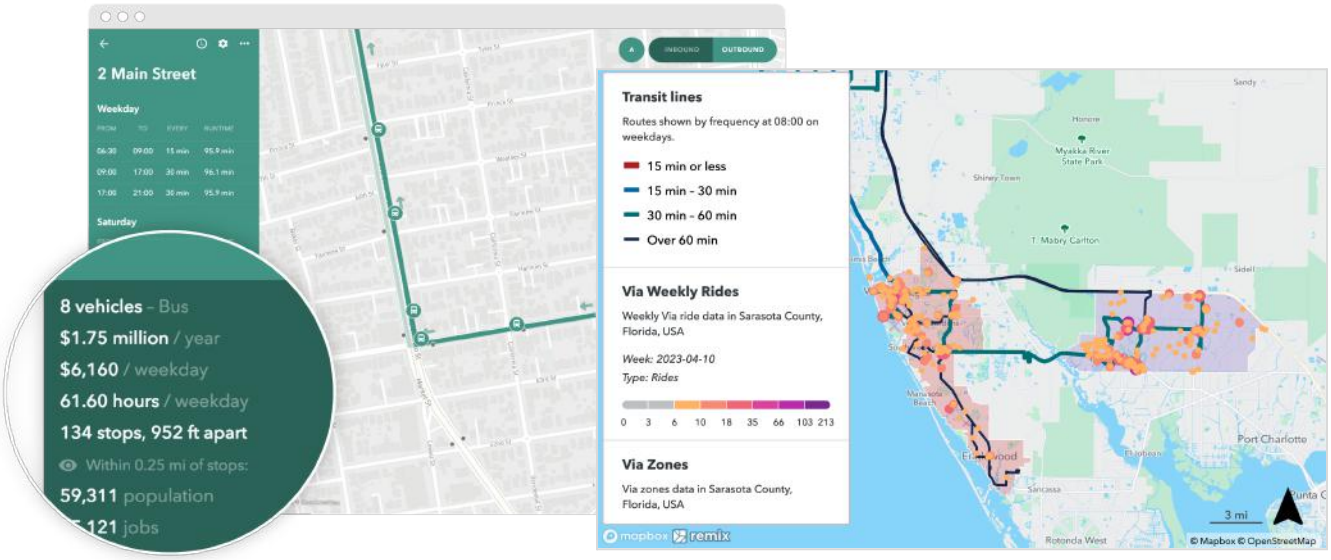


O.3 Remix

Via's family of products include Remix, one of the most widely-used and feature-rich transit planning software in the world. On one platform, Remix can support a wide range of planning initiatives, from a network-wide transit redesign to ongoing demand response service planning efforts to fixed route scheduling.

Remix Transit

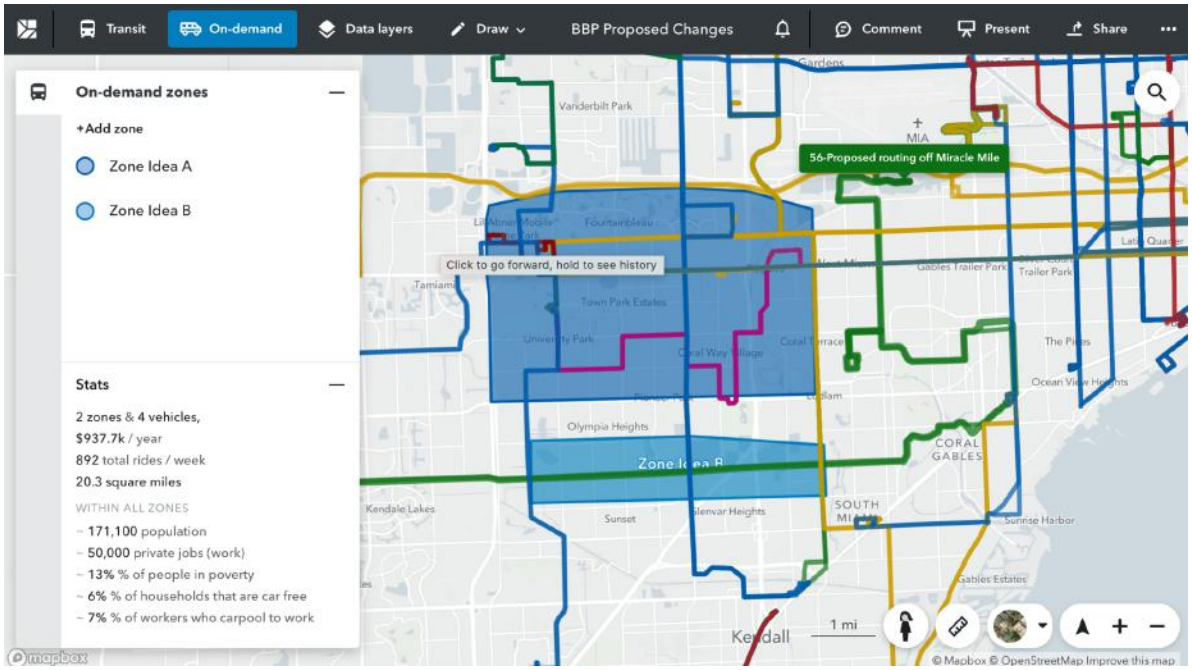
Remix Transit is a best-in-class, easy-to-use tool for planning and evaluating public transit: from the placement of a single bus stop, to the introduction of a new bus route, to a complete network redesign. With Remix Transit, DROs will be able to collaboratively analyze different service scenarios and evaluate existing and proposed fixed route services, as well as better understand the potential financial, operational, ridership, and social impacts of making service alterations. DROs who have access to the Via SaaS platform and Remix Transit can also view their demand response data directly in the Remix platform, a full integration at no additional cost.



For our proposal, we are excited to offer NCDOT **six free months of Remix Transit** to enable the Department the ability to visualize the State's fixed route transit network and view demand response trip data for all participating DRO's in one platform. We look forward to showcasing the extensive capabilities of Remix for NCDOT.

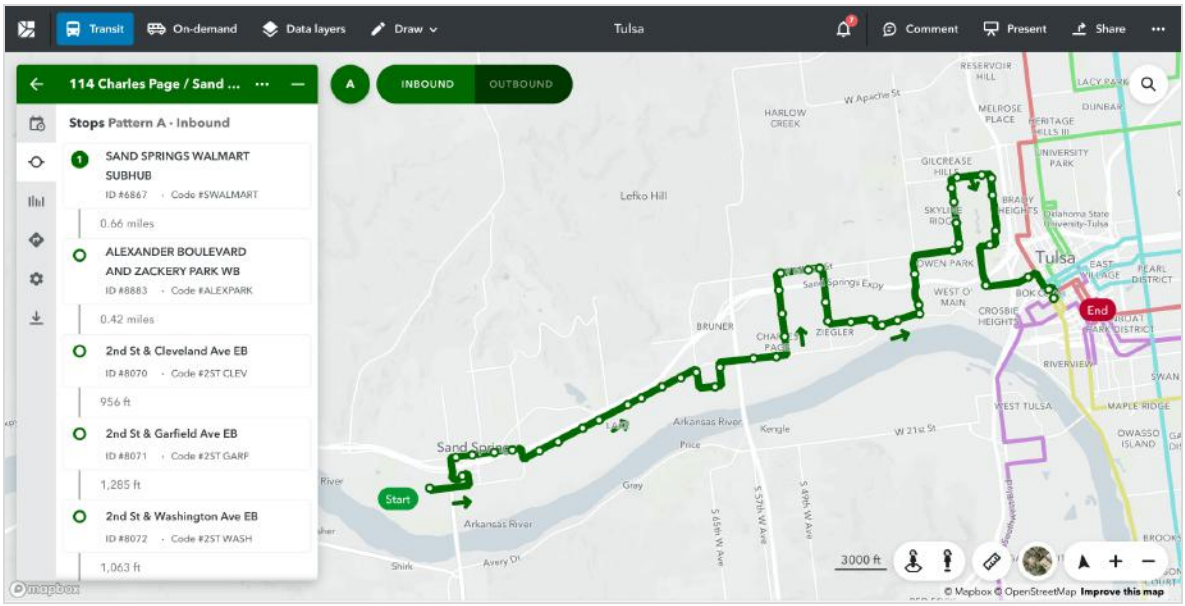
Remix On-Demand Planning

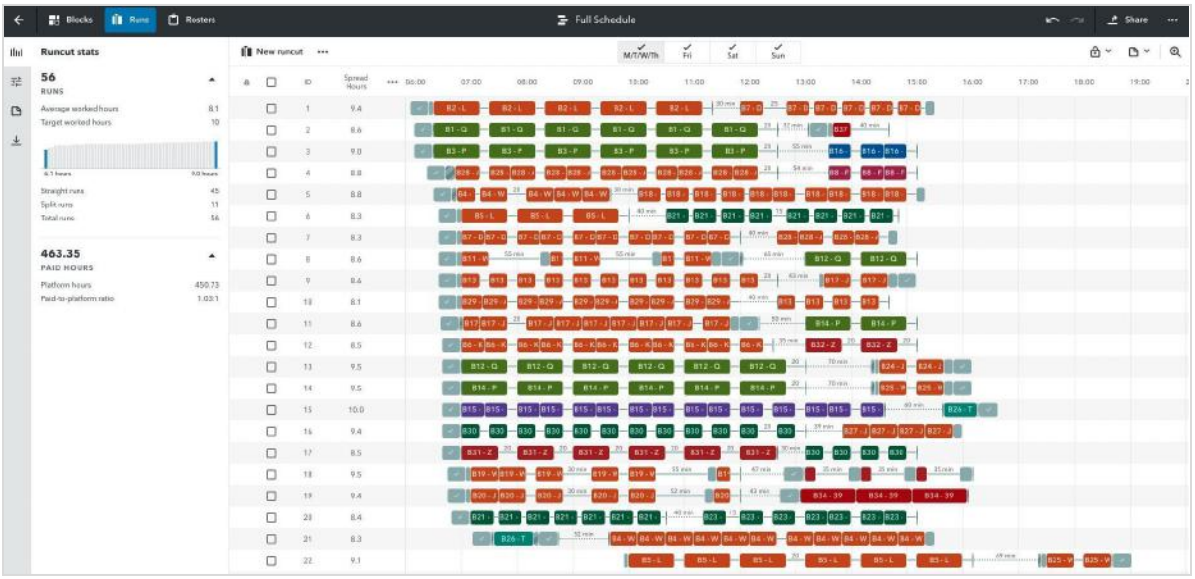
Remix also offers an On-Demand Planning tool, the first transit planning software for on-demand and other flexible mobility services. With this tool, Remix will provide DROs with the capability to optimize the entire public transit system by augmenting fixed route service with an on-demand service plan that is data-driven, integrated with the fixed route network, and designed to make collaboration easy.



Remix Scheduling

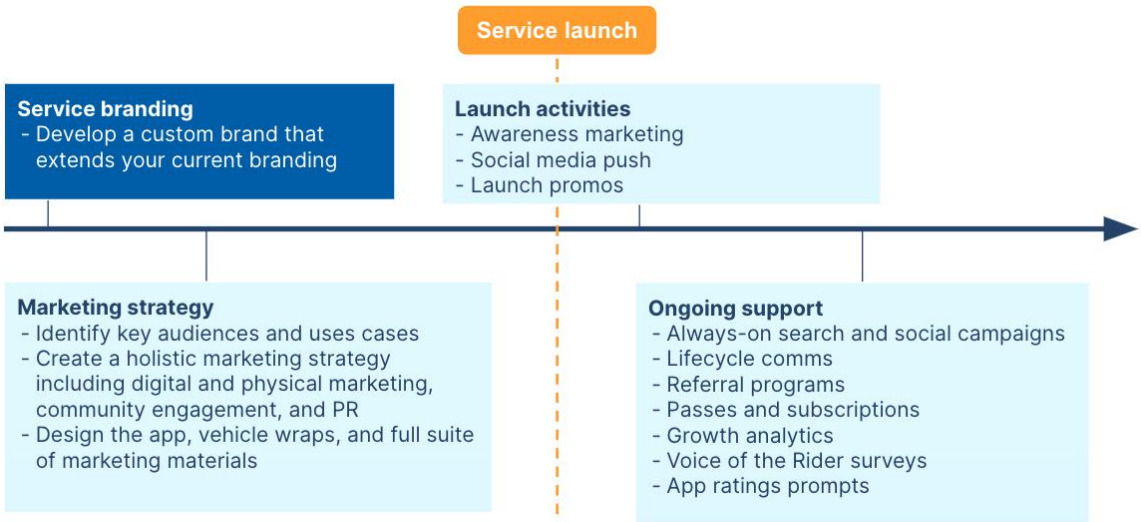
As the first company to combine Scheduling and Transit Planning in a single product suite, we also offer Remix Scheduling. Remix Scheduling provides unified scenario planning, simultaneous cost estimation, geospatial data analysis, and equity analysis into the same platform that enables timetabling, blocking, runcutting, and rostering. Remix is the only integrated transportation planning software that connects flexible data analysis with transport planning and scheduling, empowering transportation professionals with a single, comprehensive mobility toolkit. Per the RFP's optional pricing features, we have included pricing for our fixed route scheduling solution in Section G: Cost of Vendor's Offer.





O.4 Rider Growth Services

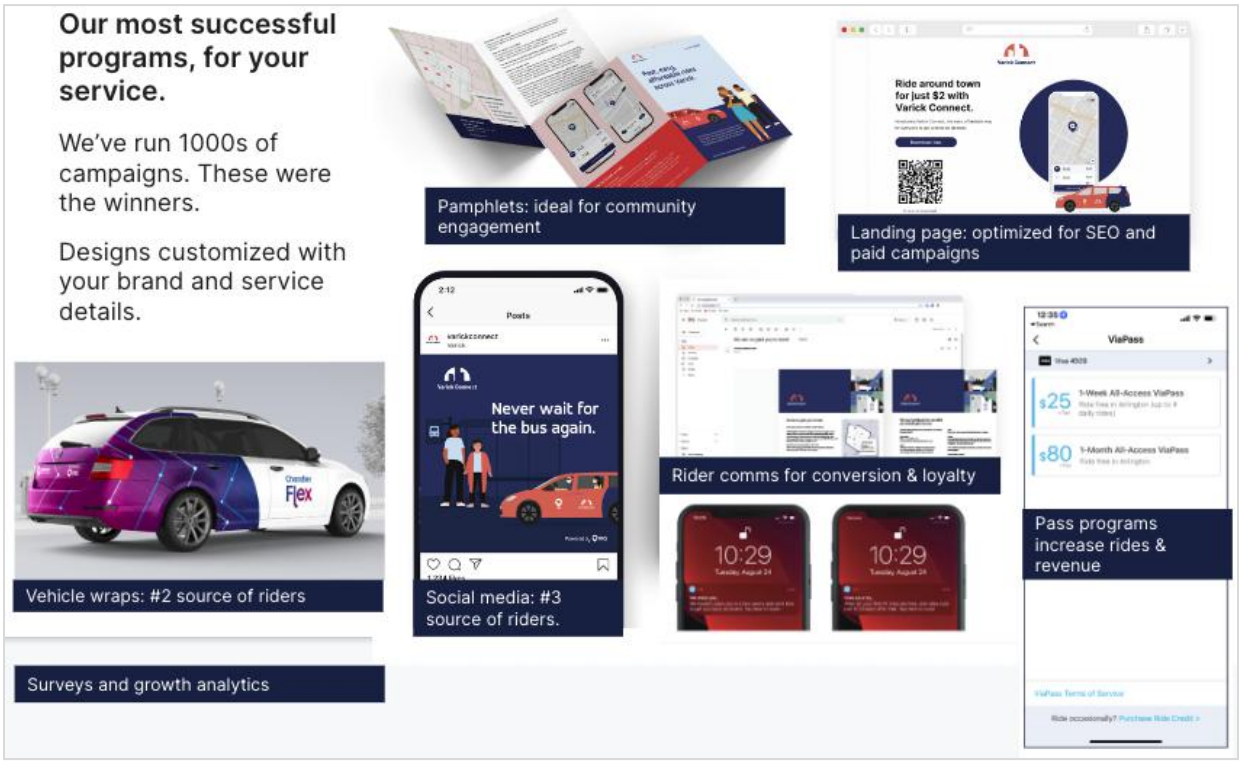
Via is the industry leader in marketing all types of demand response services. Our in-house team — including marketing, creative, and community engagement experts — has driven over one hundred million rides in more than two hundred services. As an add-on to our SaaS solution (or as part of our turnkey package), we offer a comprehensive marketing program that includes strategy, design, media planning, and execution that will bring in new users and turn them into loyal riders.



Marketing Throughout The Lifecycle Of The Service

Beyond our standard marketing support (highlighted in Section D.6), we offer a marketing strategy that will be tailored to fit each of DRO's service and will include the following:

- **Growth strategy:** We will use the participating DRO's goals, Remix, and in-house tools to build the best approach by combining transit data with a variety of contextual demographic data layers.
- **Creative assets:** Vehicle wraps, social assets, pamphlets, communications. We pay for printing. Please see below for examples.
- **Landing page:** Optimized for organic search and paid campaigns. Mobile-friendly.
- **Paid search and social campaigns:** All spend and management fees included.
- **Lifecycle marketing programs:** Emails and notifications to increase new and existing ridership.
- **Referrals, passes, and promos:** Implementation and marketing of programs to increase equality, ridership, and revenue.
- **Voice of the Rider program:** A series of surveys to learn about your riders and tell the story of your service.



O.5 Revenue Support Services

Fundraising Support

Via offers fundraising support to help DROs secure additional funding for its services. Via has a record of success helping our partners apply for — and win — competitive grant opportunities from national, provincial, and foundational grant programs. We have obtained over $50M in grant money for partners to date. If requested, we can leverage this experience, as well as our dedicated

Grants Team, to help DROs apply for available grant opportunities. For instance, Via recently supported the city of Salem, MA in organizing a coalition of cities and healthcare partners to secure a $367,000 grant from the federal government to support an expansion of non-emergency medical transportation. Our team can work directly with DROs to develop grant applications, pursue sponsorships from local businesses, and other initiatives to generate additional funding.

Via Media Solutions (VMS)

Via offers comprehensive marketing tools and support at no additional cost to ensure a successful launch and service growth for our partners. In addition to our standard marketing services, Via works with our partners around the world to design and implement advertising solutions using our marketing communication tools. Via Media Solutions (VMS) is a proprietary, fully modular service that will seamlessly integrate with each DRO's services. VMS is a configurable part of Via's offering to create an additional source of funding for the service, which we will provide at no additional cost. Via can equip any fleet with digital and/or physical advertising channels to generate additional revenue and offset service costs. Below are our most relevant media and advertising solutions, please note that these solutions are dependent on compatibility with the type of vehicles utilized in demand response fleets.

Rooftop Screens

High-quality LCD or LED external screens that dynamically adjust content based on various real-time factors, such as time, weather, or location.

In-vehicle Screens

Screens embedded into vehicle headrests that display a mix of local infotainment, ads, and content.

Partial Wraps

Display long-term ad campaigns on the fleet's exterior. These advertising wraps are designed so that they fit with the fleet branding.

In-app

Innovative ways to display sponsor messages natively, within the Rider App without affecting the user experience.

During the launch process, we will work closely with DROs to understand their specific interest in microtransit advertising and build a media solution tailored around their needs and preferences. If it is of interest, we would be happy to provide an estimate of the revenue that this service could generate for a particular DRO given their service and fleet specifications. We look forward to further discussing NCDOT and participating DROs' specific needs when it comes to fleet advertising.

P. Additional Supporting Materials

The following are additional supporting materials that support and are referenced by the previous sections of this proposal.

P.1 Staff Resumes

The following are resumes of key members of our proposed project team, each including details on their relevant background and experience for this project.

Core Team

Michael Hutchison

PROJECT MANAGER, DIRECTOR OF PARTNER SUCCESS

As Partner Success Director, Michael serves as a key consultant and advisor to Via partners across Canada and the Eastern United States. Since joining Via in 2021, Michael has supported the delivery and success of deployments big and small, covering microtransit, paratransit, through public and private endeavors. He has been leading Via's Eastern US team since Spring 2022, and works closely with Partner Success Managers across the region to deliver service directives. As the Project Manager for this project, Michael will oversee the dedicated team for NCDOT and all participating DROs. Prior to Via, Michael worked in government relations, in both the non-profit space with Teach For Canada as well as a public affairs agency with Impact Public Affairs.

Ariel Gordon

IMPLEMENTATION LEAD, TRAINING LEAD

Ariel is responsible for launching and managing multiple deployments throughout the US, with a specific focus on Via's largest school deployment. Based in New York City, Ariel is currently overseeing operations for Via's school bus partnerships, with a focus on hardware and installation, training, and operation processes. Prior to Via Ariel was the Director of Portfolio Operations for Private Equity Firm, Madison Ventures Plus, and has experience in the entertainment industry - most notably as General Manager for a live events music company, KAABOO, where she managed multi-million dollar budgets and oversaw 15 various operational departments.

Jahan Nanji

IMPLEMENTATION LEAD, TRAINING LEAD

As an Expansion Associate Principal, Jahan handles scoping and service design for multiple projects at Via. She has developed expertise in planning for highly-specialized services providing tailored transportation for specific populations. Prior to Via, Jahan worked as a consultant for Columbia University's Transportation Department and as a summer analyst for both Encourage Capital and HSBC. She holds an M.S. and B.A. in Sustainability from Columbia University.

Mackenzie Gray

IMPLEMENTATION LEAD

Mackenzie has successfully launched more than 20 microtransit services around North America, including projects such as the award-winning Ride service in Wilson, North Carolina (where she collaborated directly with NCDOT) and GoZone in Denton County, Texas. Today she is responsible for ensuring a thorough, seamless, and on-time launch for Via's partners. Prior to her role as a Launch Manager, Mackenzie worked in Legal Operations and Compliance for Via. Prior to Via, Mackenzie earned a B.A. in Politics, Philosophy and Economics from the University of Pennsylvania.

Louisa Dodge

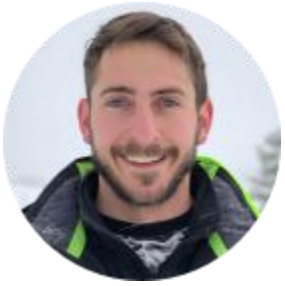
DEPUTY PROJECT MANAGER

As Partner Success Manager, Louisa will work closely with the partner to ensure deployment success. Louisa manages a number of Via's partnerships in the Northeast. She helps partners understand system data trends and address key operational and growth challenges. Before joining Via, Louisa worked on the business development team for DC-based startup Quorum, helping legislative affairs teams at the Department of Defense and Department of Homeland Security monitor the federal policy landscape. Louisa holds a B.A. from the University of St Andrews, Scotland, where she studied International Relations, and an M.A. in Legal and Political Theory from University College London.

Séverine Koen

DEPUTY PROJECT MANAGER

As Partner Success Manager, Séverine will be the main point of contact for partners in all matters related to their service and technology. She manages various partnerships across Canada and the Eastern United States and helps partners understand system data trends and address key operational and growth challenges. Before joining Via, Séverine oversaw corporate partnerships at Catchafire, an early stage social impact technology company. Séverine holds a B.A. from McGill University, Canada, and an M.A. in International Development from Columbia University's School of International and Public Affairs.



Alex Blustein

QA/QC LEAD

Alex is a Director of Implementation at Via where he focuses on both large scale SaaS & operations-heavy launches. Additionally, Alex works on new product development specifically for Paratransit and Via's Integrated Mobility Solutions. Alex is also responsible for leading the QA team which focuses on product excellence and delivery. Before joining Via, Alex worked in Revenue Management for Anheuser-Busch InBev, with a particular focus on pricing and data analytics. His academic work focused on queuing theory and resource optimization.

Axelle Talma

SUPPORT LEAD

With a focus on SaaS deployments, Axelle supports and leads a range of launches across the US, Europe, and Canada. She also has specific experience supporting launches of Via's school bus and paratransit products. Prior to Via, Axelle worked at rePurpose Global as a Business Development intern where she aided corporations' efforts to reduce their environmental footprints, and at StartX where she supported the startup incubator by developing corporate partnerships. Axelle graduated from Stanford University in 2020 with a B.S. in Science, Technology, and Society.

Alex Neumann

SUPPORT LEAD

With more than 15 launches under his belt, and a perfect track record for on-time launch delivery, Alex works with public transit agencies and private operators to launch on-demand, pre booking microtransit, and paratransit services in the United States. He also has specific expertise launching services with 3rd party product integrations (including AV deployments) and setting up operations for first mile/last mile services. Prior to Via, Alex worked as an organizer and strategist for political campaigns. He worked for Secretary Pete Buttigieg's presidential campaign in Iowa and also led voter targeting and mobilization efforts for Congressman Josh Harder's re-election campaign. Alex holds a B.A. in Political Science from Northwestern University.

Mike Flaster

LEAD IMPLEMENTATION ENGINEER

Mike and his team help scope, plan, and execute new demand response services around the world, working with a range of both public and private partners. He has personally led the deployment of multiple services, from initial scoping through launch and ongoing growth. This has involved designing solutions from numerous implementation angles, from "light" API integrations to new custom product builds. From his previous experience developing, testing, and rolling out an internal mobile application for 10,000+ employees at Havas, a global advertising company, Mike offers extensive project management experience and familiarity with new service launches.

Yael Descalo

LEAD IMPLEMENTATION ENGINEER

As a Solutions Engineering Principal, Yael leads technical scopings for RFP responses and acts as the liaison between Via's engineering, product and business development teams. She has supported development efforts to win numerous partnership deals with various cities and agencies across the globe. Yael has a deep understanding of Via's full technical offering and continues to support in identifying new trends and potential areas of development. Prior to Via, Yael was the Director of Software Engineering at Mellanox Technologies, where she led a team of 10 engineers to define and develop new systems and features for both the short-term and long-term vision of the company. She holds a bachelor's degree in Electrical Engineering and an MBA from Tel Aviv University.

Oversight

Leonie Stevens

VICE PRESIDENT OF LAUNCH

As Via's Vice President of Expansion, Leonie coordinates all aspects of new service launches: service scoping, product development, project management, operations management, and quality assurance. Leonie has been at Via since 2016, and has played a central role in most Via deployments, including the launch of the Via for Schools partnership with NYCDOE, where she also served as General Manager in 2019-2021. As the company has grown, she has taken on an expanded role leading Via's 45+ person global (technical) launch team. Prior to Via, Leonie worked as a Strategy Consultant at Booz&Company and received an MBA from Columbia Business School.

Rachel Birnbaum

DiRECTOR OF EXPANSION

As a Director of Via's Expansion team, Rachel uses her project management skills to work with partners to set services up for success from the very beginning. Rachel has experience deploying on-demand and pre-booking services in major cities and rural areas including Miami, Berlin, and Wilson, North Carolina, respectively. Prior to Via, Rachel was the Director of Vertical Expansion for TodayTix, a global company that provides on-demand access to arts and cultural entertainment in major cities around the world. Rachel holds a Bachelor of Science from Northwestern University.

Kyle Snyder

DIRECTOR OF LAUNCH

Kyle has a background in Civil Engineering and has more than 10 years experience as a project manager and engineer in the transportation sector. Today, Kyle leads our launch team - responsible for designing the service plan, vehicle and driver acquisition teams, ensuring compliance with state and federal regulations, and working with our technical team to set up the city infrastructure. Thus far in 2023 alone Kyle's team has successfully overseen 10+ launches. He holds a Masters in Business Administration from the Kellogg School of Management (Northwestern University), and a Bachelor of Science in civil engineering from Clarkson University.

P.2 Location of Workers Utilized by Vendor

Via is primarily based in New York, NY, where we base business operations, and Tel Aviv, Israel, where we conduct research and development. For NCDOT and participating DROs, all project team members will be based in the United States. In addition, we utilize our own call center services based in Salt Lake City, Utah, as well as through Telus International, which is based in Vancouver, Canada and employs services in the Philippines.

Q. Description of Vendor Submitting Offer Form

Via was established in 2012 based on the belief that access to mobility promotes human connections, creates economic opportunity, and fosters more equitable communities. We envision a future where efficient, affordable, and sustainable transportation is available to all.

To advance this vision, in the past eleven years, we have built innovative software to enable our customers to transform their legacy transportation systems into smart, data-driven, technology-enabled networks. Using our software, customers achieve a greatly enhanced level of visibility and control over their operations, simultaneously lowering operating costs and increasing quality of service.

As a global incorporation, Via employs more than 1,000 people across numerous countries. We have deployed transit solutions in partnership with **over 650 cities and transit agencies in nearly 50 countries around the world**, as shown in the map below.

R. Solicitation Document

The following is the full solicitation document, including *Attachments A, B, C*, and a signed copy of the *Solicitation Addendum*.

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 must 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]	[NAME OF VENDOR]
[STREET ADDRESS]	[STREET ADDRESS]
[CITY, STATE, ZIP]	[CITY, STATE, ZIP]
Attn: Assigned Contract Manager	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) **DEFINITIONS:** As used herein;

   Agreement means the contract awarded pursuant to this RFP.

   Deliverable/Product Warranties 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.

   Services 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.

   State 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) **STANDARDS:** 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) **WARRANTIES:** Unless otherwise expressly provided, any goods Deliverables provided by the Vendor shall be warranted for a period of 90 days after acceptance.
4) **SUBCONTRACTING:** 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) **TRAVEL EXPENSES: All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed.** 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) **GOVERNMENTAL RESTRICTIONS:** 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) **ASSIGNMENT:** 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) **INSURANCE COVERAGE:** 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) **DISPUTE RESOLUTION:** 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) **CONFIDENTIALITY:** 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) 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.

22) LIMITATION OF VENDOR'S LIABILITY:

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) VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

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) TIME IS OF THE ESSENCE: Time is of the essence in the performance of the Agreement.

25) DATE AND TIME WARRANTY: 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) **CHANGES:** 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) **FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT:** 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) **ELECTRONIC PROCUREMENT (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) UNANTICIPATED TASKS 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) STOP WORK ORDER 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) TRANSITION ASSISTANCE 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) **EXCLUSIONS:**
   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) **PERFORMANCE REVIEW AND ACCOUNTABILITY:** 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) **LIMITATION OF LIABILITY: Limitation of Vendor's Contract Damages Liability:** Reserved.
8) **VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:** Reserved.
9) **MODIFICATION OF SERVICES:** 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) **TRANSITION PERIOD:**
   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)

roles

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 & Communicatio ns 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:	

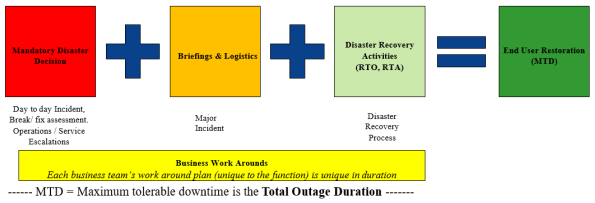
Definitions;

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.

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*

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: Via Mobility, LLC

Authorized Signature: DocuSigned by: Erin Abrams

Name and Titled (Typed): Erin Abrams, Manager

Date: 6/15/2023

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: Via Mobility, LLC

Authorized Signature: DocuSigned by: Erin Abrams

Name and Titled (Typed): Erin Abrams, Manager

Date: 6/21/2023

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*

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:	Via Mobility, LLC
Authorized Signature:	DocuSigned by: Erin Abrams
Name and Titled (Typed):	Erin Abrams, Manager
Date:	6/21/2023