



**RFP #21-01 Paratransit Software
Addendum #2
07/15/2021**

This addendum provides answers to clarifications, questions, and requests for approved equals that were submitted by July 14, 2021.

Number	Source	Question	Answer
1	Round 2 Questions/ Clarifications	Can MUTD please share the desired service launch date — i.e., the date by which the software system will go live — and/or clarify approximately how long the selected vendor will have to implement the system, from Notice to Proceed to the launch date?	System installation and deployment is outlined in section 2.4 of the RFP.
2	Round 2 Questions/ Clarifications	In addition to completing the prescribed Pricing Proposal Form (pages 20-21 of the RFP), can bidders submit a supplementary price form to clarify the cost structure of our proposed solution?	Yes, bidders may submit a supplementary price form in addition to the Pricing Proposal Form included in the RFP.
3	Round 2 Questions/ Clarifications	What software does MUTD currently use to manage its demand response services?	We are using a Routematch system.
4	Round 2 Questions/ Clarifications	Please elaborate on the required customer record migration: about how many customer accounts will the selected bidder need to migrate, and what data fields will need to be migrated?	Approximately 830 accounts will need to be migrated. Data fields that will need to be migrated include: name, home & mailing addresses, phone number(s), notification settings, age, demographic information (elderly, disabled, low income, or child), gender, mobility type, attendant count, attendant mobility type, associated service (paratransit or shuttle van), load and unload times, customer comments, application approval, expiration, and renewal dates, emergency contacts, assistance needs, medical/disability information, travel restrictions, suspensions, and favorite trips/addresses.
5	Round 2 Questions/ Clarifications	During the pre-bid meeting, MUTD explained that it will manage paratransit eligibility on its own; however, the following requirement (listed in Section 2.1 and 2.3.1 of the RFP) suggests that the selected bidder will need to provide	The paratransit application module will be a digital replacement for current hard-copy paratransit applications. MUTD staff will review digital application submissions and make eligibility determinations the same way we currently do with paper applications.

		<p>a system for customers to apply for paratransit eligibility: "The software shall include a customer-facing paratransit application module that allows clients, caregivers, or care facilities to apply for paratransit eligibility..." Can MUTD please confirm that it will manage paratransit customer applications and eligibility determinations, while the selected software system will track customer eligibility status and expiration dates?</p>	<p>Ideally, the application module will be tied to the customer database and new customer records will be automatically created once MUTD staff approves a paratransit application. Once a customer record is created, the software will track client eligibility status and expiration dates.</p>
6	Round 2 Questions/ Clarifications	<p>Contractor's technology solution is a cloud-based solution that we provide to customers on a software-as-a-service (SaaS) basis. Because our solution is not experimental, developmental, nor research work, we ask that the patent and rights in data section of the Federal Clauses and Certifications for FTA funded procurements be omitted from the final agreement as inapplicable.</p>	<p>That is acceptable. This clause is not applicable to capital projects.</p>
7	Round 2 Questions/ Clarifications	<p>Given the amount of upfront work required to provide the services described herein, we respectfully request to remove the right of termination for convenience section of the Federal Clauses and Certifications for FTA funded procurements.</p>	<p>We cannot remove the right of termination for convenience section of the Federal Clauses and Certifications. This clause is required for all federally funded projects over \$10,000. In the event of a termination of contract, the contractor will be paid for all work leading up to the time of termination.</p>
8	Round 2 Questions/ Clarifications	<p>We respectfully request to clarify that once we exhaust the internal dispute resolutions set forth in clause (a) of the Breaches and Disputes Resolution section, we may proceed to arbitration or litigation in the event we disagree with the decision of the CEO as set forth in clause (c).</p>	<p>That is correct. In the event the contractor disagrees with the CEO's decision as outlined in Clause A, the remedies in Clause C will be available to them.</p>
9	Round 2 Questions/ Clarifications	<p>We are willing to provide the warranties required but propose certain revisions to reflect that we propose to provide software as a service, which is a cloud-based solution. Therefore, all warranties provided with respect to the solution should be for the term of the contract. "The initial contract shall include a warranty of a minimum of one (1) year for all hardware and software beginning at final acceptance and pricing for the</p>	<p>In the case of a software as a service platform, a warranty for the term of the contract for the software as a service solution is acceptable.</p>

		<p>first five (5) years of maintenance and support. <u>The initial contract shall include a warranty of for the term of the contract for the software as a service solution.</u>"</p>	
<p>10</p>	<p>Round 2 Questions/ Clarifications</p>	<p>We would be open to discuss and agree upon a detailed service level agreement that will lay out the metrics by which services are to be measured, as well as remedies or penalties if the agreed-on service levels are not achieved; however we request the following modification to the service availability requirement as we do not feel it is adequately aligned with the scope of services to be provided:</p> <p>"MUTD requires that the system and services provided by the vendor shall be available 99.9% of the time, excluding scheduled maintenance and downtime resulting from outages of third-party connections or utilities. For each period of <u>unexcused</u> downtime lasting longer than 30 minutes <u>where the software solution cannot be used by all riders or drivers to book or receive trips ("Downtime")</u>, MUTD will request a credit that shall be calculated as 5% of the total monthly service fee. Service credits will be limited to once per day; <u>provided that the total amount of service credits credited in any year will be capped at ten percent (10%) of the total annual sum of monthly support fees accrued in that year.</u> Downtime shall begin to accrue as soon as MUTD <u>recognizes notifies vendor</u> that <u>Downtime</u> is taking place and will continue until the availability of the services is restored. MUTD will notify the vendor within <u>30 minutes 24 hours</u> from the start of <u>Downtime</u>, and failure to provide such notice will forfeit the right to receive downtime credit."</p>	<p>This an acceptable modification to the service level agreement.</p>