

Grand Gateway Economic Development Agency

Request for Proposal

For On-Demand and Advanced-Schedule Mobility Management Platform

RFP No. 032023

3-27-2023

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About the Request for Proposal

Background

Grand Gateway Economic Development Association (EDA) is a cooperative created by local governments (cities, towns and counties) to serve local governments. These cooperatives are commonly known as Councils of Governments (COGs), Regional Planning Commissions (RPCs), Economic Development Districts (EDDs), Sub-state Planning Districts (SSPDs).

Grand Gateway EDA operates several services in Northeast Oklahoma, among them is public transportation. Pelivan Transit and the Northeast Oklahoma Tribal Transit Consortium provides public transportation services to all people in the seven counties of Craig, Delaware, Mayes, northern Tulsa, Ottawa, eastern Nowata and Rogers situated in northeastern Oklahoma. There are also ten tribal jurisdictional areas within the Pelivan Transit service territory which Pelivan provides tribal transit services to: Cherokee Nation, Eastern Shawnee, Miami, Modoc, Ottawa, Peoria, Quapaw, Seneca-Cayuga, Shawnee, and Wyandotte tribes of Oklahoma.

PICK Transportation is a single branded, regional on-demand transit system that includes four public transit agencies (Pelivan, INCA/JAMM, Cimarron and KI BOIS) and ten tribal nations (Cherokee, nine tribes of Ottawa County) across eastern Oklahoma. Funded by a \$1.5 million IMI grant awarded by the US DOT, in January 2022, to Grand Gateway EDA dba Pelivan Transit the project offers afterhours and weekend ADA compliant transportation to 21 rural communities. Average ridership is 2100 per month, including mobility device dependent individuals unable to access social and economic services prior to the service launch. Riders utilize the app on their smart phone, have access to their own online account or can book through the mobility management center located at Pelivan Transit. The partnership between these agencies began years ago with the Veterans Ride Connect project, which partnered them for the first time with a focus of providing coordinated trips to veterans at a discounted rate. The partners received two rounds of VCTLI funding to establish a one call/ one click mobility management center which works with the Veterans Administration hospitals and clinics, and other veteran aimed service providers to get Oklahoma veterans to and from medical, mental health and nutritional appointments. The

project has completed more than 65,000 discounted trips in the past seven years and received dedicated funding from the Cherokee Nation, state and local partners and private funders, as well. The four agencies have proven time and again the success that coordination in public transit can look like.

Scope of Work

Grand Gateway EDA dba Pelivan Transit/PICK Transportation is releasing this request for proposal (RFP) to procure an Integrated Mobility Platform (“Mobility Platform”) to manage both existing and future demand-response service modes of PICK Transportation and Pelivan Transit. The services expected to be managed by the Mobility Platform can be grouped into three broad categories:

1. True on-demand services: Pelivan currently operates a 40-vehicle, door-to-door service within 21 service zones. While the service is provided in partnership with three other transit agencies, it is operated under one brand called PICK Transportation during weekday evenings and weekends.
2. Traditional pre-scheduled and eligibility-based door-to-door services: Pelivan currently operates a 55-vehicle fleet to deliver DRT service for the public, an NEMT service, and eligibility-based services such as a regional coordination service for veterans and tribal transit programs for the Cherokee Nation and the Northeast Oklahoma Tribal Transit Consortium.
3. Future inter-modal, co-mingled, and regional services across all modes and programs.

The minimum contract award will be for technology to support the existing PICK Transportation service, which includes: one (1) white-labeled or custom-branded customer app for booking; a backend platform for call center booking, reporting, and program/mobility management; and a driver app with licensing sufficient to support forty (40) simultaneous vehicles.

Vendor responses qualifying for consideration of that award must also provide pricing for options to extend the technology and vehicle licenses to an additional two hundred fifty (250) simultaneous vehicles and fourteen (14) independent branded customer apps and backend platform configurations. Those options can

be exercised by Grand Gateway EDA, or assigned to any other public agency in Oklahoma or sovereign Indian Nation, at the price points provided at any time during the initial 5-year contract term.

This is a “best value” competitive procurement process in which Grand Gateway EDA dba Pelivan Transit/PICK Transportation seeks to select the most advantageous overall solution given the requirements and best interests of Pelivan Transit, its PICK Transportation partners, and other public mobility operators or stakeholders interested in improved regional mobility in the state of Oklahoma.

- 1) Technical and functional capabilities of platform
- 2) Experience and stability of the company/firm
- 3) Project timelines, project quality, and customer success
- 4) Approach to partnership and innovation
- 5) Pricing (including options)

Scoring and Evaluation Criteria

The following weighting of criteria have been established by Grand Gateway EDA for this procurement to (1) allow evaluation committee members to analyze proposals received on an equal basis and to (2) provide all proposers the opportunity to know the basis upon which proposals will be evaluated. Award will be made to the Contractor whose final offer is determined the most beneficial to Grand Gateway EDA.

1. Technical and Functional Capabilities of Platform. (30 points)

The proposal should enable evaluators to make a thorough evaluation as to whether the Contractor’s platform will meet the functional needs of existing PICK Transportation, and Pelivan services. Each proposal must be sufficiently detailed and complete to demonstrate the Contractor’s knowledge and understanding of the needs as well as Contractor’s proposed approach to meeting those needs with existing, out-of-box platform capabilities.

Evaluation will include a review of the proposed solution and an assessment of its ability to achieve RFP goals. Evaluation will also include an assessment of the functional/technical capabilities table. The following factors may be considered:

- Proposed technology
- Proposed services
- Suitability for existing PICK and Pelivan services
- Additional demonstrated capabilities for riders, drivers, and operations management staff beyond requirements
- Privacy, security, and scalability
- Input from references and/or others with direct platform experience that can be evaluated on an equal basis
- Look and feel of rider experience

2. Experience and Stability of Contractor (company/firm). (10 Points)

Contractor proposals should clearly demonstrate the relevant experience delivering similar technology and services. Additionally, sufficient information should be provided to provide a clear picture of Contractor's financial health and the status of any material business risks.

Evaluation will include a review of the information requested about the proposing firm, including any disclosures related to IP and/or other legal disputes.

Evaluation may also include research of other publicly available information. The following factors may be considered:

- Transparency related to any disclosures
- Number and type of customers
- Longevity and demonstrated commitment to public transit market
- Profitability/Sustainability of current business
- Materiality of any previous or existing business disputes or claims against the company

3. Project Timelines, Project Quality, and Customer Success. (20 Points)

Successful proposals must clearly present the full implementation timeline and availability of each service (PICK and Pelivan). Each proposal must describe the implementation steps, the person or team responsible for each step, and any assumptions on which the timelines are based.

Evaluation will include a review of the project proposals and customer success plans in addition to responses from references provided. The following factors may be considered:

- Team composition and/or corporate structure
- Speed to launch – timing of implementation for each service from kickoff to launch (PICK and Pelivan). Providing a proposed timeline is suggested.
- Quality of implementation plan
- Perceived reasonability and/or risks
- Proposed service level agreements (SLAs) for ongoing requests not offered through self-service (i.e., new zone creation, etc.)
- Approach to success criteria and KPIs
- Overall professionalism

4. Approach to Partnership and Innovation. (20 Points)

Proposals should be responsive to Grand Gateway EDA dba Pelivan Transit's vision for how the services might scale in the future, what novel issues may develop that Contractor is committed to finding a solution for, and how the Contractor may embrace other stakeholders that may come under the umbrella of this procurement.

Evaluation will include a review of the future services section, the overall character of the entire proposal response, and responses from references provided. The following factors may be considered:

- Product roadmap
- Alignment with PICK/Pelivan vision and future roadmap priorities

- Existing platform capabilities and/or complementary products outside the functional and technical scope
- Additional corporate teams, structures, or resources to support pursuit of joint opportunities
- Overall responsiveness to PICK/Pelivan/Oklahoma circumstances and/or focus on similarly situated systems and regions
- Overall professionalism
- Attention to detail and overall engagement

5. Pricing, Including Options. (25 Points)

The pricing associated with the proposal will be evaluated for completeness and may be evaluated in conjunction with the functional and technical capabilities of the platform to determine whether marginal value justifies differences in costs. The objective of this evaluation is to find the best value for Grand Gateway EDA dba Pelivan Transit, meaning the best combination of technical capability and price.

[Protests of the Solicitation Process](#)

A protest related to the technical scope or specification, terms, conditions, or form of the solicitation must be received no later than ten (10) working days prior to the date established for receipt of proposals; if the protest addresses an amendment to the solicitation, it must be received no later than ten (5) working days prior to the date established for receipt of proposals or five (5) working days after the date of issuance of the amendment, whichever is later; in no event, however, may a protest of this nature be submitted after bids or proposals are received.

The protest must conform in all respects to the requirements set forth above. Upon receipt of such a protest, the Director for Pelivan Transit shall notify all prospective offers' and other known interested parties of the receipt and nature of the protest, and shall post a notice of the protest on Grand Gateway EDA's web page.

Unless the Director determines that delay will be prejudicial to the interest of Grand Gateway EDA dba Pelivan Transit, or that the protest patently lacks substantial merit, the solicitation process will be extended pending resolution of the protest.

Protests will be considered and either denied or sustained, in part or in whole, by the Director in writing. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor prior to the receipt of bids or proposals in a manner that provides verification of receipt. Notice of the decision shall be provided to all parties given notice of the protest, and posted to Grand Gateway EDA's web page.

Should the protest be upheld in whole or in substantial part, Grand Gateway EDA may either (1) amend the solicitation to correct the document or process accordingly; or (2) cancel the solicitation in its entirety. If the solicitation is amended, the time for receipt of bids or proposals shall be equitably extended to permit all participants to revise their bids or proposals to reflect the decision. If the protest is denied, the solicitation shall proceed as if the protest had not been filed, unless the protesting party appeals the decision of the Director of Pelivan Transit, as defined below.

Protests received by Grand Gateway EDA after the time periods specified above shall be considered untimely and may be denied on that basis unless the Director concludes that the issue(s) raised by the protest involves substantial prejudice to the integrity of the procurement process.

Protests of the Evaluation Process

All bidders/proposers will be notified of the recommended award, upon a determination by the evaluation committee of a recommendation to be made to the Grand Gateway EDA Board. This notice will be transmitted to each proposer at the address contained in its proposal form. Transmittal may be by electronic means or by hard copy. Any proposer whose proposal is valid at the time of the staff determination may protest the recommended award on one or more of the following grounds:

- (a) That the recommended awardee does not meet the requirements of the solicitation;
- (b) That the bid or proposal recommended for acceptance does not meet the criteria of the solicitation or award;
- (c) That the evaluation process conducted by Grand Gateway EDA is improper, illegal, or the decision to recommend award is arbitrary and capricious.

The protest must conform in all respects to the requirements set forth above.

The protest must be received by Grand Gateway EDA at the address specified in the solicitation, no later than four (4) calendar days after the date such notification is publicly posted or sent to the bidder or proposer, whichever is earlier. A written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the proposer recommended for award in a manner that provides verification of receipt.

Evaluation of Protests

A protest decision should ordinarily be written and published within seven (7) working days of receipt of the protest. The Director of Pelivan Transit may extend the response period if additional time is required to gather and evaluate information necessary for the decision or for other good cause.

Upon receipt of a protest, Grand Gateway EDA dba Pelivan Transit shall notify parties involved in the procurement as identified above, and such personnel or others as may be appropriate or necessary to determine the validity of the protest. Copies of the protest submittal, or portions thereof, may be provided to the notified parties as appropriate.

The Director may request additional written information from the protestor or other parties, as necessary to determine the validity of the protest. A formal or informal hearing may be held.

The Director shall redact from any submission under the protest process information which has been identified as proprietary, and which, in her judgment, is protected from disclosure under the Oklahoma state public records act prior to furnishing such submission to any other party, unless the person furnishing the information consents, in writing, to distribution of the information to other interested parties.

Decision

Upon receipt and evaluation of all relevant information, including any pertinent law or regulations, the Director of Pelivan Transit shall prepare a decision. The decision will contain four parts:

I. SUMMARY – Describes briefly the protesting party, the solicitation involved, the issues(s) raised, and the decision.

II. BACKGROUND – Describes in more detail the history of the solicitation and the procurement events leading to the protest, the date the protest was received, and the process by which it was evaluated.

III. DISCUSSION - Identifies the issue or issues raised by the protestor, and the factors considered in reaching a decision, and the rationale for the decision.

IV. DETERMINATION - States the decision and any remedy or subsequent action, such as cancellation of the procurement, resulting from it.

Decisions shall be signed and issued by the Director of Pelivan Transit. The decision shall be issued to the protestor; other interested parties shall receive either a copy of the decision or a notice of decision, as appropriate. Where appropriate, transmittal may be electronic, followed by hard copy. The protest document, the decision, and all other documentation related to the decision shall be public record except as otherwise provided by Oklahoma state law or GG EDA policy.

Appeals

Decisions of the Director of Pelivan Transit may be appealed to the Grand Gateway EDA Chief Executive Officer (CEO) by the protestor within three (3) working days after the decision is issued to the protestor. The appeal shall be in writing, addressed to the CEO with a copy to the Director of Pelivan Transit, and shall state with specificity the basis for the appeal. The CEO or designee shall review the written record of the protest and may conduct such further investigation as is deemed necessary or appropriate to reach a decision.

The decision of the CEO will ordinarily be issued within ten (10) working days of receipt of the appeal; this period may be extended if necessary to complete an investigation. The decision of the CEO shall be final and conclusive, except for such remedies as state or federal law or regulation may provide.

RFP Schedule

The RFP schedule is as follows:

• RFP issued:	March 21, 2023
• Pre-Bid Meeting:	March 24, 2023, 3pm CST*
• Deadline for questions:	April 3, 2023
• Proposals due:	April 18, 2023
• Review of Proposals:	April 19 - 21, 2023
• Presentations (if necessary):	Week of April 24-27, 2023
• Contract Award:	May 2023
• Execute Contract:	May/June 2023

The point of contact for this RFP is:

Kendra McGeady, Pelivan Transit Director

Email: kmcgeady@grandgateway.org

*Email for invitation to pre-bid meeting.

All questions (technical, contractual, or administrative) must be directed in writing via email only to Kendra McGeady at kmcgeady@pelivantransit.org. Questions and requests for clarifications will be received until 2:00 p.m. on April 3, 2023.

If deemed necessary, addenda to the RFP will be issued and will be emailed to the proposers. Responding Software Vendors are prohibited from communicating in any

other manner about this project with any other Grand Gateway EDA employee or PICK Transportation partner agency from the date of issuance of this proposal until the final selection, unless otherwise directed by the Director for Pelivan Transit.

Proposal Submissions - Proposals must be received with all required materials as stated in the RFP no later than **4:00 p.m. CT on April 18, 2023**.

Proposals may be submitted as follows:

Proposers must submit **one (1) digital copy** of the proposal by the submittal deadline. Submittals can be emailed to Grand Gateway EDA's contact or provided through a physical submission of a flash drive that includes the digital file. Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery.

Envelopes or packages must be addressed as follows:

Grand Gateway EDA dba Pelivan Transit
Attention: Kendra McGeady – Pelivan Transit Director
RFP 032023
333 Oak Street, Big Cabin, OK 74332

Proposals must be received at the location specified **no later than 4 p.m., Central standard time, on April 18, 2023**. Grand Gateway EDA dba Pelivan Transit assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. A Software Vendor's failure to submit its proposal prior to the deadline may cause the proposal to be rejected.

Submission of a proposal shall constitute a firm offer to Grand Gateway EDA dba Pelivan Transit for one hundred eighty (180) days from the date of closing. This RFP does not commit GG EDA to award a contract, to pay any cost incurred in preparation of a proposal, or to procure or contract for services.

Grand Gateway EDA dba Pelivan Transit reserves the right to accept or reject any or all proposals received, to interview or negotiate with any qualified individual or firm, to

modify this request, or cancel in part or in its entirety the RFP if it is the best interest of GG EDA.

Following an initial review and screening of all timely and responsive proposals, highly qualified contractors may be invited to virtual or in-person interviews as necessary and at their own expense. Those selected will be informed as to exact date and time. Contractors may also be required to submit written responses to questions regarding their proposals.

Proposal Requirements, Format and Required Content

Proposals for the requested services will be acceptable only if a person, firm, or corporation meets the following qualifications:

- Adequate experience and verifiable history providing the work required and sought through this RFP;
- Adequate technology, personnel, and financial resources to fulfill the agreement in a satisfactory manner within the time specified;
- Sub-contracting work tasks to others are allowed once approved ahead of time by the Grand Gateway EDA dba Pelivan Transit. Any contractor proposing to use sub-contractors must include a statement that these companies shall be properly licensed in like fashion. It will be the responsibility of the prime contractor to verify license(s) of any sub-contractor prior to contract negotiations.

Proposals shall be prepared in a clear and concise manner.

Proposals that do not adhere to the required format, are difficult to read or are deemed illegible may be rejected.

Proposals shall adhere to the following format and contain the following items in the order outlined below:

- a)** Request for Proposal Cover Page and all executed Attachments
- b)** Cover letter with the following information

- Identification of the proposer, including name, email address, and telephone number of the appropriate contact person(s).
- Signature of a person authorized to bind the proposer to the terms of the proposal.
- Executive summary providing a brief description of your proposal to Grand Gateway EDA dba Pelivan Transit is permissible but not required.

c) Profile of proposer's company/firm including all information requested in Section 1 of RFP.

d) Presentation of qualification and capabilities of the proposer's company and technology for the PICK Transportation project scope of work, not to exceed 20 pages, and at a minimum including:

- Demonstration of Proposer's understanding of the project requirements
- Demonstration of all requested functionality
- To the extent possible, data supportive of any qualitative claims made

e) Presentation of qualification and capabilities of the proposer's company and technology for the Pelivan project scope of work, not to exceed 20 pages, and at a minimum including:

- Demonstration of Proposer's understanding of the project requirements
- Demonstration of all requested functionality
- To the extent possible, data supportive of any qualitative claims made

f) Proposer responses to innovation and future services questions

g) Description of Proposer's implementation services and customer success program, including:

- Name(s) and title(s) of all key personnel proposed for the duration of the contract
- Implementation timeline and proposed launch date for PICK Transportation transition from date of contract execution
- KPI's and other success metrics proactively managed on ongoing basis

h) References

i) Proposed pricing in the format provided, with any clarifications the Proposer deems necessary provided in narrative form. Pricing includes:

- Startup and Implementation costs for PICK
- Price per vehicle per month for 40 PICK vehicles
- Implementation costs for new agency to join the PICK program
- Startup and implementation costs for Pelivan services
- Price per vehicle per month for additional 250 licenses
- Startup and Implementation costs for a new app instance

Section 1: Profile of Proposer's Company

Please provide the following information about the firm/company submitting the proposal

1. Full company name
2. Registered address, or primary office address of company/firm
3. Years in business
4. Ownership structure of company
5. Company governance
6. Management structures and any subsidiaries
7. Paid up capital
8. Percentage of business in public transit sector
9. Total revenue in U.S. and globally
10. Number of employees in U.S. and globally
11. Number of customers in U.S. and globally
12. Please disclose any current or historical legal disputes that may impact the company's ability to perform under the contract, or that may be material risks for Grand Gateway EDA dba Pelivan Transit. These include any pending claims against IP being proposed, and/or any disputes that could result in material financial losses for the company.
13. Please disclose any other current issues or upcoming company changes that may be material to Grand Gateway EDA Pelivan Transit's evaluation of technology and long-term partnership. These include any recent or upcoming changes in company structure or ownership, including any foreseeable capital raise.

In addition to the requirements above, proposers may submit information that provides other relevant context, such as market share, rate of growth, or other trends that reflect positively on the company.

Section 2: On demand Services

About PICK

PICK MOD is a regional Mobility on Demand transit system pilot project that includes four transit providers: Pelivan Transit, JAMM (INCA) Transit, Cimarron Transit, and KI BOIS Area Transit System. The PICK Transportation partners applied for and received an Innovative Mobility Initiative (IMI) Grant through the USDOT in the amount of \$1.5 million to create a regional on

demand transportation system. The goal of the project is to provide inclusive, affordable, and spontaneous access to public transportation for all.

The PICK Transportation pilot currently utilizes UBER technology to provide on-demand, shared ride service through a single app allowing for individuals to book on-demand public transit trips through smartphones or the web portal. Riders can also book by calling in through the Regional Mobility Management Center (RMMC), located at Pelivan Transit, in Big Cabin, Oklahoma.

PICK services are available in 21 rural communities (Owasso, Claremore, Miami, Vinita, Pryor, Grove, Tahlequah, Poteau, Eufaula, Sallisaw, Coweta, Skiatook, Cleveland, Sapulpa, Ponca City, Bartlesville, Atoka, Madill, Tishomingo and Sulphur) across NE and Central Oklahoma. Hours of service are Monday through Friday, from 5 p.m. to 10 p.m., and Saturday, from 10 a.m. to 2 p.m. with a 41 ADA compliant vehicle fleet provided by the four PICK transportation providers. Fare is coordinated and consistent throughout the 21 communities, and the service zones are narrowly tailored to the densest parts of the various communities and towns.

Currently, PICK is a single branded service where riders can use the UBER app to book trips. PICK Transportation appears as a service/vehicle option within the UBER application. Some of the app features include the ability to rate drivers and passengers for real time feedback, access to web portal allowing agencies to book trips on behalf of riders without access to smartphone or computer, SMS messages with key info on upcoming trip or 'robot' call for riders with no SMS messaging access, accessibility options for riders with visual, hearing and developmental disabilities, visual and audible turn-by-turn instructions for drivers, ability to customize faring and share ride information with a caregiver or family member, and integrated payments through the application including credit or debit card.

The PICK Mobility On Demand (MOD) program started operating services in 15 communities throughout the month of June 2021. Four more communities were launched in August 2021 and the last two were launched in November 2021. The following table represents the 21 communities by provider and the number of service vehicles dedicated to each zone.

Provider	Service Community Area & Name	Community Population	County	Vehicle Allocation
Cimarron	Bartlesville (Soft Launch Service Community)	35,750	Washington County	2 Vehicles
Cimarron	Skiatook	7,397	Osage and Tulsa Counties	1 Vehicle
Cimarron	Cleveland	3,251	Pawnee County	1 Vehicle
Cimarron	Sapulpa	20,544	Creek and Tulsa Counties	2 Vehicles
Cimarron	Ponca City	28,387	Kay County	2 Vehicle
Ki Bois	Tahlequah (Soft Launch Service Community)	15,753	Cherokee County	4 Vehicles
Ki Bois	McAlester	18,363	Pittsburgh County	2 Vehicles
Ki Bois	Poteau	8,520	Le Flore County	2 Vehicles
Ki Bois	Eufaula	2,813	McIntosh County	1 Vehicle
Ki Bois	Sallisaw	8,880	Sequoyah County	2 Vehicle
Ki Boise	Okmulgee	38,465	Okmulgee County	3 Vehicles
Pelivan	Owasso (Soft Launch Service Community)	28,915	Rogers & Tulsa Counties	4 Vehicles
Pelivan	Vinita	5,743	Craig County	1 Vehicle
Pelivan	Miami	13,570	Ottawa County	2 Vehicles
Pelivan	Pryor	8,659	Mayes County	1 Vehicle
Pelivan	Claremore	18,581	Rogers County	3 vehicles
Pelivan	Grove	6,623	Delaware County	2 Vehicles
JAMM	Atoka (Soft Launch Service Community)	3,107	Atoka County	2 Vehicles
JAMM	Madill	3,707	Marshall County	2 Vehicles
JAMM	Tishomingo	3,034	Johnston County	1 Vehicle
JAMM	Sulphur	4,929	Murray County	1 Vehicle

A survey was implemented three months after service started being provided in all 21 communities. Responses came from eleven out of the twenty-one communities in the program, from riders ranging from sixteen to those sixty years of age and older. Twenty-six per cent of respondents used PICK once or twice a week. The majority of the trips were to grocery stores (36%) followed by employment sites (26%). Over fifty-eight per cent of people surveyed say that PICK has improved their quality of life and sixty-five per cent report it positively affects their family.

Rides are booked through the Uber app or by calling the Regional Mobility Management Center (RMMC) housed at Pelivan Transit. To date, most rides (approximately 75%) have been booked through the RMMC with only 25% of riders using the Uber app. And since the service was

launched in June 2021, total ridership has been steadily growing. From June 2021 to July 2022 ridership increased by 468%.

Grand Gateway EDA is now moving to transition the PICK MOD pilot to an ongoing, sustainable service. And the first goal of this RFP is to find a permanent on-demand technology platform to immediately replace the Uber platform being used within PICK's 21 pilot communities. This is a pure on-demand, door-to-door service running within well-defined community boundaries on Saturdays and weekday evenings.

Grand Gateway EDA dba Pelivan Transit is searching for a vendor capable of executing a smooth platform transition, without any loss of technical capabilities, and maintaining capacity for continued ridership growth at similar rates (+400% YoY). As part of the transition, Grand Gateway also hopes to acquire improvements or new functionalities in the following areas:

- Reporting. Specifically, more granular ridership and service reporting by individual communities, rolled up into each of the four transit agencies, rolled up into PICK.
- Independent, branded PICK app for customer booking rather than remaining beneath the umbrella of another brand or service.
- Rider engagement. Specifically, additional tools for communicating with riders directly, including tools for conducting surveys and collecting other data relating to rider satisfaction and/or service impact.
- Tools/Programs to shift booking behavior. Specifically, PICK is committed to shifting the percentage of trips booked via mobile app from 25% to 75% within the existing service.
- Greater autonomy with new driver and new service onboarding.

Contractor Response

In 20 pages or less, present your on-demand platform capabilities and the specific reasons GG EDA should select it for the PICK transition. Please also include:

1. Description of agency back-office modules including:
 - a. Dispatch capabilities and service visibility tools
 - b. Communication tools with drivers and/or riders
 - c. Service configuration capabilities

- d. Reporting capabilities
2. Description of driver technology including:
 - a. App flow and configurability
 - b. Communication with dispatch and/or customers
 3. Description of rider technology including:
 - a. App booking and trip flow
 - b. Account and profile management
 - c. Payments
 - d. Portal booking flow
 - e. Rider communication tools
 4. Description of core ride sharing and ETA technology including:
 - a. Configurability
 - b. Accuracy
 - c. Efficiency
 5. Presentation of data from other relevant (similarly situated) services to validate any accuracy, efficiency, or rider satisfaction claims.

Section 3: Traditional Services

About Pelivan Transit

Pelivan Transit and the Northeast Oklahoma Tribal Transit Consortium provide public transportation services to all people in the six counties of Craig, Delaware, Mayes, northern Tulsa, Ottawa, and Rogers situated in northeastern Oklahoma. There are also ten tribal jurisdictional areas within the Pelivan Transit service territory which Pelivan provides tribal transit services to: Cherokee Nation, Eastern Shawnee, Miami, Modoc, Ottawa, Peoria, Quapaw, Seneca-Cayuga, Shawnee, and Wyandotte tribes of Oklahoma.

The integrated rural and tribal transit system provides pre-scheduled demand response services across a 4,466-mile service area in Northeast Oklahoma. Pelivan also performs contracted services to Grand Lake Mental Health, TANF (transportation assistance for needy families), SoonerRides/NEMT, work routes for Home of Hope, Inc. (adult men and women with disabilities), and adult daycare. And it is the lead agency for the Veterans Ride Connect (VRC), a consortium of six rural/tribal providers (including Cherokee Nation, Muscogee Nation and NTTC -11 tribes) that provides discounted trips to veterans to and from medical, mental health and nutrition centered trips. Pelivan is funded through federal, state (5310) and private donations through the GG Economic Development Foundation.

For VRC eligibility, customers must provide the military branch of service, dates (years) served, and the last four digits of SSN in addition to basic demographic data. That data must be manageable through the back office or agency portal, including the ability to activate or deactivate eligibility. Customer self-service capabilities are optional. Trips booked under this program are limited to specific trip purpose, require concession faring, and require billing report capabilities of a flat fee per mile for the associated funding source.

For Cherokee Nation eligibility, customers must provide a CDIB number (unique ID) or provide degree of blood information. That data must be manageable through the back office or agency portal, including the ability to activate or deactivate eligibility. Customer self-service capabilities are optional. Trips booked under this program require concession faring and require billing report capabilities of a flat fee per mile for the associated funding source.

For SoonerRide trips, all eligibility and trip intake is done by an outside party (Modivcare). Modivcare sends the trips to Pelivan via web portal, where Pelivan has the ability to export to a CSV file. Ideally, Pelivan would then be able to import the trips into the technology platform rather than manually book the trips with staff. In addition to standard trip data, each trip has two associated data fields unique to the program that must be captured by the system – the first is a trip ID number generated by Modivcare and the second is the number of reimbursable miles allowed for the trip. Trips performed under this program require billing report capabilities that combine a flat pickup fee (one rate for ambulatory and a different rate for wheelchair) in addition to a flat fee per mile of the allowable reimbursable miles provided by Modivcare.

Pelivan operates a nutrition program for seniors, where eligibility is determined by a third party. For trips booked under this program, there is a flat fee for in town and a flat fee for out of town billed to the funding source. Pelivan also would like to be able to attach an eligibility document to the rider's profile for back-office reference.

These traditional services operated by Pelivan require different feature sets and functionality from the PICK on demand service. Historically, Pelivan used Routematch Software as the core platform, but recently transitioned to the Oklahoma state-provided Transit Assistant application. However, that transition is an interim solution, with the ideal vision being a single technology platform capable of managing Pelivan's traditional services in addition to the PICK services and any future expansions.

Contractor Response

In 20 pages or less, please provide a presentation of your platform capabilities relevant to Pelivan's traditional services. Please include:

1. Description of agency back-office modules including:
 - a. Dispatch capabilities, especially highlighting how the tension between manual and automated features are resolved in such an environment
 - b. Eligibility management functionality
 - c. Funding source management and billing rules configuration capabilities
 - d. Reporting capabilities

2. Description of driver technology including:
 - a. Configurability of manifest visibility
 - b. Ability to edit/alter trips or payment collection (i.e. change dropoff location, select concession faring)

3. Description of rider technology including:
 - a. App booking and trip flow for pre-scheduled trips
 - b. Account and profile management for eligibility
 - c. Pickup and appointment based trip booking

4. Description of core ride sharing and ETA technology including:
 - a. Configurability of scheduling parameters
 - b. OTP against requested times

5. Presentation of data from other relevant (similarly situated) services to validate any claims. Only present data from other eligibility-based services that are predominately or entirely pre-scheduled.

Section 4: Innovation & Future Services

Grand Gateway EDA dba Pelivan Transit is as interested in selecting a long-term technology partner for growth and service innovation as it is in selecting a platform suitable for PICK and its existing traditional services. Undoubtedly, the current priorities, in order, are: to (1) replace existing PICK technology with a new platform with minimal service disruption or changes; to (2) transition Pelivan's traditional pre-scheduled programs to the same platform with minimal service disruption or changes; to (3) expand PICK service hours to overlap/replace traditional, pre-scheduled public transit; and to (4) transition all other programs and eligibility-based services to on-demand-dominant model.

Nevertheless, GG EDA expects to continue pushing service innovations as it builds toward a more people-centric future. And having a willing and aligned technology partner is crucial. Proposers are requested to provide answers and/or a general framework for how its company thinks about the following ideas and unique challenges of PICK specifically, and public mobility in Oklahoma more generally.

1. Rural On-demand

PICK Transportation works well in its current state because it is limited to small areas with the densest populations. Do you see challenges expanding operations of the on-demand service within the entire service area of Pelivan and the other PICK partners? How do you think about rural transit generally – is it just a matter of SLA configuration, or are there specific technology investments required distinct from urban platforms?

2. Regional On-demand Planning/Execution

One unique aspect of the combined PICK-partner service areas is the number of tribal citizens and cultural centers. The communities can be spread beyond the service boundaries of individual agencies, and in ways beyond traditional contemplation. Many trips to and from healthcare centers, community sites, etc. may require inter-agency cooperation. How do you think about facilitating cooperation through your platform? How do you think about inter-agency, on-demand to on-demand multi-modal trips in the future?

3. Intermodal Trip Planning/Execution

Pelivan and its PICK partners also perform rural to urban trips, as some healthcare services may only be provided in some of Oklahoma's urban centers. How do you think about full inter-modal trip planning *and execution* within the app and/or platform?

4. Aggregating Various Services/App Instances

Some agencies may want separate rider-facing brands and apps for different services. For example, Pelivan may decide to use a different agency-branded app for its traditional, eligibility-based services. Or GG EDA may assign licenses to an agency outside of PICK that wants its own branded app. How do you think about eventually co-mingling various services and differently-branded apps and instances with your platform? What are the potential future benefits, if any, of 10 different app instances on your platform within contiguous services areas?

5. Service Suggestions

How do you think about providing insights for customers into best times to take certain trips, to allow for better level-loading of capacity? What other ways are you thinking about proactively leveling capacity utilization?

6. Optimized Scheduling for On-demand

With such a large service area, it will be critical for vehicles already delivering service in any given area to be reasonably available for on-demand trip requests. How do you think about scheduling efficiency for pre-scheduled trips in order to give optimal space for on-demand capacity in the most remote zones?

7. Other

Describe any other innovations you are thinking about either in terms of planning or service delivery. What are we not asking about?

8. Product Roadmap

Please share your product roadmap for the next 12 months.

Section 5: Implementation Services and Customer Success

1. Provide an organizational chart for your client services and/or customer success team.
2. Provide the specific names of key staff who will be involved in: deploying the PICK technology: training PICK staff: supporting the technology on an ongoing basis: and ensuring the overall success of the program
3. Understanding time is of the essence to transition from the existing Uber technology, provide a definitive and specific project timeline the proposer can commit to from the time a Notice to Proceed is given until launch of the PICK service. If the proposer is not willing to kick off the project based on a Notice to Proceed, provide the timeline from the date of execution of the contract until launch. Also include:
 - Any information necessary for project delivery that is currently unknown; and
 - Any assumptions made about PICK resources, readiness, or responsiveness during any stages of implementation.
4. Provide a general timeline for implementation of the traditional Pelivan services.
5. Provide Service Level Agreements and average response times for each of the below:
 - a. Training request, or questions about how to perform a certain function
 - b. Configuration or business rule change if self-service isn't available
 - c. New zone creation if self-service isn't available
 - d. Outage or bug impacting service
 - e. Request for data not in standard reporting

6. Explain the process for customer input into new feature requests, and how customers maintain visibility into the product roadmap
7. Does your organization provide any marketing resources to ensure a successful launch? If so, are they included in the proposal?
8. Does your organization have any experience with marketing or incentive programs to shift trip booking from call center to app? If so, are they included in the proposal or in the general customer success program?
9. Does your customer success organization have any resources to assist customers with grant applications and other programs that may become available to expand service and further the success of the project? How does your organization proactively manage candidates and opportunities?
10. What Key Point Indicator's and service metrics does your customer success organization proactively monitor? Explain the cadence and format of regular business or success status updates.
11. Does your customer success team provide new-service planning or simulation assistance? If so, are they additional costs?
12. List additional services or value provided by your success team that may be relevant to PICK or Pelivan.

Section 6: References

Provide four (4) references for the technology and services proposed, one for each category. If you cannot provide a reference that matches exactly with the category, please provide the next best alternative. For each reference provide:

- Agency name
- Name of contact person
- Email address of contact person
- Phone number of contact person
- Brief description of the service
- Number of vehicles
- Size of service area
- Avg. trips per vehicle hour
- Percentage of on-demand trips that are shared ride

Reference 1: Most rural (sparsely populated) service area

Reference 2: Most similar to PICK/Pelivan scope (hybrid pre-scheduled/on-demand environment, co-mingled public transit and eligibility-based services, multiple service zones)

Reference 3: Large fleet of on-demand vehicles

Reference 4: Most indicative of Contractor's approach to partnerships and/or most indicative of Contractor's approach to innovation

Section 7: System Features & Functionalities

The proposer must indicate whether the requested functionality in the table below exists, in production, at the time of submission. The selection is binary, either yes or no. If the proposer believes the functionality partially exists, or is otherwise incomplete, the item should be marked "N."

The purpose of the matrix is to better understand the current capabilities of proposer's technology. The list is not intended to suggest each element is an absolute requirement of the contract. Grand Gateway EDA dba Pelivan Transit is looking to balance the existing capabilities against other criteria such as approach to partnership and price, and may be willing to make reasonable accommodations to services and processes for the right overall solution. However, GG EDA considers all responses to be material to its evaluation.

Please use the comment box for any additional clarifications or information that may be relevant to the listed functionality and the expected application as the proposer understands them. This table is available in Excel format as well.

Separately, provide a list of the standard operations and customer reports accessible to the transit agency within the platform.

Feature/Functionality	Y/N	Comments
1	The Contractor provides a SaaS based model for the required platform and functionality.	
2	System operation is in a multi-tenant environment	
3	The Contractor delivers, maintains, and provides access to, at least two instances for each set up: testing and production.	
4	The platform is cloud native.	
5	The Contractor is responsible for designing, configuring, delivering, installing, testing, and ensuring the availability of all required system functionality.	
6	The system and services maintain 99.99% availability as measured on a rolling monthly basis, excluding pre-approved system maintenance down time.	
7	The Contractor tests all updates, patches, upgrades, and configuration changes on Contractor's internal development environment prior to being implemented in the production environment.	
8	The Contractor provides GG EDA access to test any new updates, patches, upgrades and configuration changes to system before being implemented, upon request by agency.	
9	The Contractor at all times maintains a written Disaster Recovery Plan and agrees to provide such plan to GG EDA within 14 days upon request	

10	The platform/system automatically switches to geographically redundant secondary (failover) site in case the primary site is unavailable.		
11	The platform/system does not lose any data when transitioning over from the primary to secondary site during a disaster induced failover or test, or when transitioning back from the secondary to primary site.		
12	The system tracks and monitors all access and attempted access, including suspected threats to network resources, applications, and cardholder data.		
13	The system encrypts all data while in transit.		
14	Vulnerabilities or exploits discovered by the Contractor or others are reported to GG EDA immediately (within 3 [three] business days of identification or discovery) with a proposed mitigation strategy and remediation plan and with expected resolution dates.		
15	The Contractor informs GG EDA of any security breaches or data loss within 3 (three) business days of discovery of the incident.		
16	The Contractor maintains and provides annual assurance statements of certification and/or regulatory compliance for all programs and environments it may be subject to, including HIPAA and PCI DSS.		
17	The platform is SOC-2 compliant		
18	Penetration testing is performed at least annually and evidence of testing/results is provided to GG EDA upon request.		

19	d) The Contractor regularly performs data minimization and retention checks that ensure PII collected, used, and retained is relevant and necessary for the purpose for which it was originally collected.		
20	The Contractor provides notice of a loss or suspected loss of privacy sensitive data to GG EDA, within 24 hours of loss or suspected loss.		
21	The Contractor platform supports role-based security, allowing access to system functionality and data based on the roles of the users.		
22	The system has the ability to regulate access to functionality and access to data for authorized external or third-party users.		
23	The system records login, logout and configuration change activities of all users		
24	The activity logs are accessible by GG EDA administrator		
25	Access control is managed and configurable by GG EDA system administrators.		
26	The Contractor provides access to all data the Contractor is collecting from GG EDA services, either through reports, direct database access, or upon request.		
27	The mobile app is available in native format for Android and iOS devices.		
28	The app allows riders to manage account information (e.g. address, email, phone/mobile number), location tracking preferences, mobile app notification preferences and trip history.		
29	The app allows riders to plan, book, and modify trips based on the relevant service configurations.		

30	The app allows customers to save favorite pick-up and drop-off locations (e.g. recurring locations such as grocery stores, work, doctor, etc.) for easier future trip planning.		
31	The app allows customers to access historical trip records along with trip details and performance history (e.g., completed, cancelled, missed or no-show) for up to the most recent 6 months.		
32	The app allows customers to access agency and service related information including announcements, fare policies, service bulletins, customer policies, etc.		
33	The app allows for easy visualization of service area boundaries.		
34	The app provides real-time transit status (e.g. predicted pick-up time; or vehicle is arriving in x minutes) updates to customers per their notification preferences - push notifications, SMS, or in-app visibility.		
35	The app allows for visual tracking of the vehicle on a map in addition to any ETA status.		
36	The app contextualizes error messages and accurately communicates reasons to riders (out of service zone, outside service times, no vehicles available, etc.)		
37	The app automatically contextualizes map (zoom in/out) based on vehicle location.		
38	The system tracks the following information by application users:		
39	a) Time and pick up/drop off location of search requests not booked.		
40	b) Time and pick up/drop off location of trip requests denied.		

41	c) Time and pick up/drop off location of trip requests booked/completed.		
42	d) Time and pick up/drop off location of trip requests not fulfilled (e.g., no-show, missed, cancelled) and the reasons for unfulfillment, as available.		
43	e) ETA data provided to riders		
44	The system allows new users to register for PICK service through mobile app or web portal.		
45	The system allows entry of mobility type (ambulatory or wheelchair).		
46	When entering data, the system alerts the user if there is an existing customer account entry under the same email or phone number.		
47	GG EDA is able to review, approve, and reject the registration requests.		
48	The app provides the following information when booking		
49	a) Real-time status (ETA) for available vehicles and drivers.		
50	b) Trip fare/price for the displayed options.		
51	c) Expected travel time from pick-up and drop-off locations.		
52	The app allows customers to select exact locations using address, map-view (dropping pin), or points of interest.		
53	The platform allows for trips to be scheduled for pickup in addition to real-time requests/bookings.		
54	For pre-scheduled trip requests, the app provides a guaranteed pickup time window and/or a guaranteed drop-off time prior to confirming the booking.		
55	The app offers the ability to view upcoming pre-scheduled rides.		

56	The app allows customers to track their location in real-time during the trip.		
57	The app has the ability to communicate with the driver via text or phone call during the pick-up stage.		
58	The customer has the ability to set up push notification alerts or SMS alerts depending on preference.		
59	The platform has the capability to share a customer's location with dispatchers and/or assigned driver at all times during the trip.		
60	The app provides alternative trip suggestions if requested trip is not available.		
61	The app provides customers with the vehicle type (e.g. make/model), and vehicle # or license plate to help ensure passengers get on the right vehicle.		
62	The driver application is in native format for Android and iOS devices.		
63	The driver application alerts operators of new trips audibly and visually.		
64	The driver application integrates with third-party mapping and navigation platforms such as Google to allow for incorporation of real-time traffic.		
65	The driver application provides in-app navigation/routing.		
66	The driver application provides the customer's real-time location to the operator for pick-up events, if location data is available and the vehicle is near the location within the pick-up window.		
67	The driver application allows the operator to mark the completion of pick up and drop off events.		

68	GG EDA has the capability to geofence the trigger of trip completion by a driver to ensure customers are being picked up and dropped off per the locations in the trip booking.		
69	The driver application allows the operator to designate a “no-show” if the vehicle has arrived at a pick-up and the customer does not show up within a configurable time window.		
70	The platform allows for dispatchers to determine "no-show" if the vehicle has arrived at a pick-up and the customer does not show up within a determined time window.		
71	The driver application allows for communication with riders (either through masked phone call or SMS or both).		
72	The driver application allows for communication with dispatch through voice or text communications		
73	Rider and dispatch communications are disabled if vehicle is moving.		
74	GG EDA have the ability to manage account setup and changes for all drivers.		
75	The driver application supports "offline mode" to account for intermittent loss in connectivity for location and trip status update using built-in storage on devices so that no operational data is lost.		
76	The system detects operator non-compliance or operator error and provides alerts to dispatch and/or self corrects.		
77	Trip details available to the driver include customer name, pick-up address, drop-off address, pick-up time, drop-off time,		

	notes,mobility needs, fare due, and payment method.		
78	The platform allows the agency to create accounts on behalf of customers in the same manner a customer would register		
79	1. The system allows agencies to configure separate service parameters specific to them, including:		
80	a) Service zone boundary.		
81	b) Service hours.		
82	c) Rider groups.		
83	d) Fare structure.		
84	e) Available vehicle pool		
85	f) Available driver pool		
86	There are no limitations on the number of zones allowed per agency or instance.		
87	There are no limitations on the number of rider groups allowed per agency or instance.		
88	The platform optimizes trips in real-time at booking for utilization of available service capacity.		
89	The system has an automated mechanism to measure and adjust ETA accuracy.		
90	The system can insert a new trip PickUp after a driver has started navigating to a different trip.		
91	4. The system continuously optimizes trip assignment for better capacity management (ride sharing efficiency) throughout a service day.		
92	5. The system dynamically reassigns trips to a new vehicle/driver in the event of a service disruption.		
93	The system has mechanisms to avoid accepting advance-scheduled trips beyond the fleet capacity.		

94	6. The system allows for manual override if needed by dispatchers for trip assignments.		
95	The system has the ability to respect different configurable service rules (i.e., maximum time on vehicle) for different services and/or different rider groups utilizing the same fleet.		
96	The system has the ability to use different service rules by time of day, day of week, or by geography.		
97	The system can automatically suspend or restrict the number of upcoming trip bookings for users that have an excessive level of cancelled or no-show rides, based on configurable thresholds.		
98	The system manages driver shift structures, including breaks.		
99	The system supports floating driver breaks dynamically assigned based on trip flows/volume.		
100	Dispatcher booking portal shows closest available options if a requested trip time is not available, or next predicted availability.		
101	The system provides a dashboard with real-time information on trip status and capacity utilization.		
102	The system allows historical trip information to be replayed by the agency.		
103	The platform provides standard NTD, fleet, and passenger reports		
104	Reporting can be filtered by service type, service zone, or agency		
105	The system has the ability to manage eligibility for different services, including for tribal and veterans programs.		
106	The system can manage the different required		

	fields/information for the Pelivan Services as described.		
107	The customer app can show different services available to the rider depending on eligibility.		
108	Funding sources can be managed for various services, including tribal, veterans, and Medicaid.		
109	Pre-scheduled trips can be bulk imported through a CSV file.		
110	Additional fields at the trip level are available to capture unique trip ID and trip distance for NEMT program.		
111	The system allows attachments to customer profiles in the form of at least PDF and JPEG.		
112	They system allows billing reports by funding source, including calculations with per mile fee and/or pickup fee by mobility type.		
113	The system allows for the configuration of each individual service as a pre-scheduled only, on-demand only, or hybrid booking type.		
114	Pre-scheduled trips can be booked by pickup time or by appointment time.		
115	The system allows for recurring trips		
116	For pre-scheduled trips, the system allows for return trips to be booked at the same time as initial trip.		
117	Trip purpose can be entered by call center using web-booking portal at the time of booking.		
118	The system allows trip booking only within prescribed scheduling windows.		
119	The system allows authorized agency users to activate/deactivate eligibility for a service at any time.		

120	The platform allows for dispatchers to manually move trips from one vehicle to another.		
121	The Contractor provides training materials that are accessible online and are available on-demand without any additional cost.		

Section 8: Assignability Clause

This solicitation and resulting contract will enable Grand Gateway EDA dba Pelivan Transit and any other participating transit agencies in Oklahoma to standardize mobility technology where prudent, facilitate and improve regional and inter-agency coordination, realize a better price through volume discounts, and reduce the requirements for additional procurement processes as more grant money is made available. Beyond the base license amount of forty (40) vehicles/units for the existing PICK service, this proposal will allow Grand Gateway ED to exercise and/or assign additional license options and app instances during the contract term as budgets are allocated.

Options— Grand Gateway EDA dba Pelivan Transit has sole discretion to exercise/assign options for up to two hundred fifty (250) additional vehicle software licenses during the contract term, and up to fourteen (14) new app instances/brands with differing service zones and business rules. Any public agency or sovereign Indian Tribe in the State of Oklahoma (i.e., city, district, public authority, public agency, municipality, and other political subdivision or any FTA-funded entity or sub-recipient) shall have the opportunity of participating in any award made as a result of this proposal at the same prices, terms, and conditions. Grand Gateway EDA dba Pelivan Transit reserves the right to assign all or any portion of the software licenses awarded under this Contract, including option quantities, to any such entity. Once assigned, each agency or sovereign nation will enter into its own contract and be solely responsible to the Contractor for the licensing obligations. Grand Gateway EDA dba Pelivan Transit’s right of assignment will remain in force over the initial 5-year term or until completion of the contract to include options, whichever occurs first. Grand Gateway EDA dba Pelivan Transit shall incur no financial responsibility in connection with contracts executed by Contractor and any assignee.

Prior to this Request for Proposals, Grand Gateway EDA dba Pelivan Transit made good faith efforts to survey interest from Oklahoma public agencies and sovereign nations to establish

reasonable option quantities within the contract period. The below entities expressed specific varying levels of interest:

Pelivan Transit; INCA/JAMM Transit; Cimarron Transit; KI BOIS Transit; LIFT; First Capital Trolley; Muskogee County Transit; SW Transit; DELTA Transit; Red River Transit; MAGBE Transit; COTS; Big Five/SORTS; OSU Transit; Cherokee Strip; LATS.

This assignability clause in no way commits Grand Gateway EDA dba Pelivan Transit to exercise any options during the contract term, nor does it commit any of the above-named entities or any other unnamed entity to participation or any other obligation. It allows any Oklahoma public entity or sovereign nation the option, at its discretion, to make use of this competitive process (provided its own procurement guidelines are satisfied) and purchase directly from the awarded Contractor.

Additional providers in Oklahoma should be considered as potential partners as well.

Section 9: Required Contractual Clauses

Retention of Records

a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) A-4 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required. d. Access to the Sites of Performance. The Contractor agrees

to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Lobbying Restrictions

A signed certification of the below restrictions is required (see attachment A)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Compliance with FTA Regulations

Contractor shall comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the master agreement between the recipient and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Changes to Federal Requirements Clause

(j) Changed Circumstances. The Recipient agrees that changed circumstances may occur that may impact the Recipient's ability to comply with the terms and conditions of the Underlying Agreement.

(1) Types of Changes. Certain circumstances can cause significant changes in performance of a Project or related activities or adversely affect the Recipient's ability to carry out its Underlying Agreement, such as:

- (i) A change in federal requirements or guidance;
- (ii) A change in state, territorial, local, or tribal requirements;
- (iii) A change in the Recipient's circumstances, including:
 - (A) Its legal, financial, technical, or managerial capacity;
 - (B) Its continuing control of Project property; or
 - (C) Another similar situation; and
- (iv) Any current or prospective legal matter with potentially serious consequences, including a major dispute, default, breach, or litigation, or knowledge that the Recipient's principal, official, employee, agent, or a Third-Party Participant, or other person has submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has committed a criminal or civil violation of law pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance; suspension, debarment, or other similar administrative or enforcement action against the Recipient or any Third Party Participant; or any matter or situation, including any other change or legal action that may adversely affect the Federal Government's interest in a Project or related activities.

(2) Notice. In the circumstances described above, the Recipient agrees to provide immediate written notice to the:

- (i) FTA Regional Counsel for the Region in which the Recipient operates public transportation or implements the Underlying Agreement;
- (ii) FTA Headquarters Manager that administers the Underlying Agreement; or
- (iii) FTA Chief Counsel.

[No Federal Government Obligation to Third Parties.](#)

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is

further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

Fly America Requirements

a) Definitions. As used in this clause--

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the Oklahoma state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Seat Belt Use

The Contractor agrees to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented

vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Termination for Convenience

The AGENCY, by written notice, may terminate this contract, in whole or in part, when it is in the AGENCY’s interest. If this contract is terminated, the AGENCY shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the AGENCY may terminate this contract for default. The AGENCY shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the AGENCY.

Rights and Remedies of the AGENCY

The AGENCY shall have the following rights in the event that the AGENCY deems the Contractor guilty of a breach of any term under the Contract.

1. The right to take over and complete the work or any part thereof as agency for and at the expense of the Contractor, either directly or through other contractors;
2. The right to cancel this Contract as to any or all of the work yet to be performed;

3. The right to specific performance, an injunction or any other appropriate equitable remedy; and
4. The right to money damages.

For purposes of this Contract, breach shall include: the misrepresentation of any material platform features and capabilities to the extent they are discovered after award and/or implementation; failure to provide system access per agreed upon terms; failure to provide operations and/or system data upon reasonable requests; failure to perform system configurations and/or support within agreed upon service levels; failure to maintain mobile app environments for customers and drivers per agreed upon terms; and failure to deliver additional assignable licenses to AGENCY or its designee.

Rights and Remedies of Contractor

Inasmuch as the Contractor can be adequately compensated by money damages for any breach of this Contract, which may be committed by the AGENCY, the Contractor expressly agrees that no default, act or omission of the AGENCY shall constitute a material breach of this Contract, entitling Contractor to cancel or rescind the Contract (unless the AGENCY directs Contractor to do so) or to suspend or abandon performance.

Remedies

Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, the AGENCY will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before the AGENCY takes action contemplated herein, the AGENCY will provide the Contractor with sixty (60) days written notice that the AGENCY considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

The AGENCY and the Contractor intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their

staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the AGENCY and the Contractor's organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the AGENCY's direction or decisions made thereof.

Performance during Dispute

Unless otherwise directed by AGENCY, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies

Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the AGENCY and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the AGENCY is located.

Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the AGENCY or Contractor shall constitute a waiver of any right or duty afforded any of them under the

Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Civil Rights and Equal Opportunity

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination

in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Clean Air and Clean Water Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Examination of RFP and Contract Documents

Proposers are expected to examine the Scope of Work, scope of services required, specifications, schedules, compliance requirements and all instructions. Failure to do so will be at the Contractor's risk. The submission of a proposal shall constitute an acknowledgment upon

which GG EDA may rely on that the Contractor has thoroughly examined and is familiar with the solicitation, instructions, and Scope of Work, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances, and resolutions addressing or relating to the goods to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances, or resolutions shall in no way relieve the Contractor from any obligations with respect to its Proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based on lack of knowledge or misunderstanding of this RFP, statutes, regulations, ordinances, or resolutions.

Interpretation of RFP and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Any explanation desired by a Proposer regarding the meaning or interpretation of the RFP, Scope of Work, Specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach all prospective Proposers before their submissions. Any interpretation or change made will be in the form of an addendum to the RFP, specifications, etc., as appropriate. All addendums will be furnished as promptly as is practicable and at least at seven (7) calendar days prior to the proposal due date. All addenda will become part of the RFP and any subsequently awarded Contract. Oral explanations, statements, or instructions given by GG EDA before the award of the Contract will not be binding.

DBE Participation

Overview

It is the policy of the AGENCY and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

It is also the policy of the AGENCY to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. Create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as a DBE;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally assisted contracts and procurement activities; and
7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

This Contract is subject to 49 C.F.R. part 26. Therefore, the Contractor must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of this Contract. The AGENCY shall make all determinations with regard to whether or not a Bidder/Offeror is in compliance with the requirements stated herein. In assessing compliance, the AGENCY may consider during its review of the Bidder/Offeror's submission package, the Bidder/Offeror's documented history of non-compliance with DBE requirements on previous contracts with the AGENCY.

Contract Assurance

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

DBE Participation

For the purpose of this Contract, the AGENCY will accept only DBE's who are:

1. Certified, at the time of bid opening or proposal evaluation, by the State of Oklahoma; or
2. An out-of-state firm who has been certified by either a local government, state government or Federal government entity authorized to certify DBE status or an agency whose DBE certification process has received FTA approval; or
3. Certified by another agency approved by GG EDA.

DBE Participation Goal

The DBE participation goal for this Contract is not set at a particular percentage. This is solely due to the nature of the procurement, where the majority of the contract value is expected to be the delivery of technology and services proprietary to the Contractor. Nevertheless, GG EDA encourages DBA participation where possible or practicable and is hopeful the contract can contribute to its overall DBA goal.

Proposed Submission

Each Bidder/Offeror, as part of its submission, shall supply the following information:

1. A completed DBE Utilization Form (see below) that indicates the percentage and dollar value of the total bid/contract amount to be supplied by Disadvantaged Business Enterprises under this Contract.
2. A list of those qualified DBE's with whom the Bidder/Offeror intends to contract for the performance of portions of the work under the Contract, the agreed price to be paid to each DBE for work, the Contract items or parts to be performed by each DBE, a proposed timetable for the performance or delivery of the Contract item, and other information as required by the DBE Participation Schedule (see below). No work shall be included in the Schedule that the Bidder/Offeror has reason to believe the listed DBE will subcontract, at any tier, to other than another DBE. If awarded the Contract, the Bidder/Offeror may not deviate from the DBE Participation Schedule submitted in response to the bid. Any subsequent changes and/or substitutions of DBE firms will require review and written approval by the AGENCY.
3. An original DBE Letter of Intent (see below) from each DBE listed in the DBE Participation Schedule.
4. An original DBE Affidavit (see below) from each DBE stating that there has not been any change in its status since the date of its last certification.

Good Faith Efforts

If the Bidder/Offeror is unable to contract any portion of the award to a qualified DBE, the AGENCY will consider the Bidder/Offeror's documented good faith efforts to meet the goal in determining responsiveness. The types of actions that the AGENCY will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following:

1. Documented communication with the AGENCY's director;

2. The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation;
3. Written notification to DBE's encouraging participation in the proposed Contract; and
4. Efforts made to identify specific portions of the work that might be performed by DBE's, even if those portions were ultimately deemed infeasible.

The Bidder/Offeror shall provide the following details, at a minimum, of the specific efforts it made to negotiate in good faith with DBE's for elements of the Contract:

1. The names, addresses, and telephone numbers of DBE's that were contacted, if any;
2. A description of the information provided to targeted DBE's regarding the specifications and bid proposals for portions of the work, if any;

Further, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted when a non-DBE subcontractor was selected over a DBE for work on the contract. 49 C.F.R. § 26.53(b) (2) (VI). In determining whether a Bidder has made good faith efforts, the AGENCY may take into account the performance of other Bidders in meeting the Contract goals.

Administrative Reconsideration

Within five (5) business days of being informed by the AGENCY that it is not responsive or responsible because it has not documented sufficient good faith efforts, the Bidder/Offeror may request administrative reconsideration. The Bidder should make this request in writing to the Director of Pelivan Transit. She will then forward the Bidder/Offeror's request to a reconsideration official who will not have played any role in the original determination that the Bidder/Offeror did not document sufficient good faith efforts.

As part of this reconsideration, the Bidder/Offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Bidder/Offeror will have the opportunity to meet in person with the assigned reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The AGENCY will send the Bidder/Offeror a written decision on its reconsideration, explaining the basis for finding that the Bidder/Offeror did or did

not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

Termination of DBE Subcontractor

The Contractor shall not terminate the DBE subcontractor(s) listed in the DBE Participation Schedule (see below) without the AGENCY's prior written consent. The AGENCY may provide such written consent only if the Contractor has good cause to terminate the DBE firm. Before transmitting a request to terminate, the Contractor shall give notice in writing to the DBE subcontractor of its intent to terminate and the reason for the request. The Contractor shall give the DBE five days to respond to the notice and advise of the reasons why it objects to the proposed termination. When a DBE subcontractor is terminated or fails to complete its work on the Contract for any reason, the Contractor shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE and immediately notify the AGENCY in writing of its efforts to replace the original DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE that was terminated, to the extent needed to meet the Contract goal established for this procurement.

Continued Compliance

The AGENCY shall monitor the Contractor's DBE compliance during the life of the Contract. In the event scope of DBE services exceeds ninety (90) days, it will be the responsibility of the Contractor to submit quarterly written reports to the AGENCY that summarize the total DBE value for this Contract.

Sanctions for Violations

If at any time the AGENCY has reason to believe that the Contractor is in violation of its obligations under this Agreement or has otherwise failed to comply with terms of this Section, the AGENCY may, in addition to pursuing any other available legal remedy, commence proceedings, which may include but are not limited to, the following:

- Suspension of any payment or part due the Contractor until such time as the issues concerning the Contractor's compliance are resolved; and

- Termination or cancellation of the Contract, in whole or in part, unless the successful Contractor is able to demonstrate within a reasonable time that it is in compliance with the DBE terms stated herein.

DBE PARTICIPATION SCHEDULE

The Bidder/Offeror shall complete the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the DBE Utilization Form. The Bidder/Offeror shall also furnish the name and telephone number of the appropriate contact person should the Authority have any questions in relation to the information furnished herein.

[Incorporation of FTA Terms](#)

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

Section 10: Pricing

Description	Price
Initial app instance setup and back-end service configuration of PICK service, with existing 21 service zones and uniform business rules. Includes all up-front startup fees.	
Ongoing, monthly per vehicle fee for initial 40 vehicles.	
Total 5-year cost of existing PICK service	
Setup fee for each additional agency that joins PICK, with existing uniform business rules and up to 6 new zones.	
Initial setup and service configuration fees for Pelivan Transit's traditional services.	
Initial setup and service configuration fees for any agency that wants an independent on-demand instance with its own branded app. Assume similar complexity to PICK and up to 25 vehicles in terms of size.	
Monthly per vehicle price for exercisable options up to 250.	

Please also provide all payment transaction costs associated with electronic payments through the platform and any additional notes or comments necessary to clearly understand proposed pricing.

Attachment A

Certification on Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Attachment B

Debarment and Suspension Certification

The Contractor certifies that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

The Contractor acknowledges this certification is a material representation of fact relied upon by the GG EDA. If it is later determined by the GG EDA that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to GG EDA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Authorized Individual _____

Name of Authorized Individual _____

Title of Authorized Individual _____

Date _____

Attachment C

DBE UTILIZATION FORM

The undersigned Bidder/Offeror has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

The Bidder/Offeror is committed to a minimum of _____% DBE utilization on this contract.

The Bidder/Offeror is unable to commit to any minimum % DBE utilization and submits the documentation demonstrating good faith efforts.

Documentation Provided [select all that apply]

Communication with the Director of Pelivan Transit

The Bidder/Offeror's own solicitations to obtain DBE involvement in general circulation media, trade association publication, minority-focus media and other reasonable and available means within sufficient time to allow DBEs to respond to the solicitation

Written notification to DBE's encouraging participation in the proposed Contract

Efforts made to identify specific portions of the work that might be performed by DBE's, even if those portions were ultimately deemed infeasible.

Signed _____

Date _____