

**Request for Proposals  
2P11-080**

The Bristol Board of Education is accepting Proposals for the following:

**Transportation Software  
for the Bristol Board of Education**

All submissions must be made in accordance with the specifications supplied by

The City of Bristol  
Purchasing Office  
111 North Main Street  
Bristol, CT 06010



Submissions will be received until **11:00 am, April 12, 2011.**

Roger D. Rousseau  
Purchasing Agent  
City of Bristol, CT  
Tel (860) 584-6195  
Fax (860) 584-6171  
<http://www.bristolct.gov/bids>

## Request For Proposals 2P11-080

### **Transportation Software for the Bristol Board of Education**

The Bristol Board of Education is seeking proposals from qualified firms for the provision of school transportation management software.

The scope of services and proposal submission documents are available from  
the City of Bristol  
Purchasing Department  
111 North Main Street, Second Floor  
Bristol, CT 06010

between the hours of 8:30 am and 5:00 pm Monday through Friday, or by downloading from the website noted below.

Proposal submissions will be accepted by the Purchasing Department until April 12, 2011 at 11:00 am; submissions received after this date and time will not be considered. The City reserves the right to waive any informalities in any submission, to reject any and/or all submissions, and to accept the proposal(s) that in its judgment is in its best interest. Each submission shall contain one original and five copies as well as one copy via compact disk or USB drive (pdf or similar standard readable format), and shall be in a sealed envelope or package clearly identified as "RFP 2P11-080 Transportation Software" delivered to the address noted above.

Roger D. Rousseau  
Purchasing Agent, City of Bristol  
Tel (860) 584-6195  
Fax (860) 584-6171  
<http://www.bristolct.gov/bids>

r/a March 22, 2011

**City of Bristol, Connecticut**  
**RFP 2P11-080**  
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# REQUEST FOR PROPOSALS CITY OF BRISTOL, CONNECTICUT

**2P11-080**

## **Transportation Software for the Bristol Board of Education**

### **I. PROJECT SPECIFICATIONS**

#### **1. INTRODUCTION**

The District currently has one (1) transportation terminal and pulls buses as needed from two (2) satellite sites. Transportation consists of 105 buses. There are roughly 75 three tier general education routes, 35 special education routes and 35 out of town routes.

Student transportation services are provided to 15 public and 5 non-public schools in a district that encompasses 28.6 square miles. Six-thousand students are transported daily.

#### **2. SCOPE OF SERVICES**

The Bristol Board of Education ("BOE") is requesting proposals for the provision and implementation of a school transportation management system, related training and technical support services. The application should be web-based and meet the specific requirements outlined in this RFP. Prospective vendors must be thoroughly familiar with school transportation needs and demonstrate a commitment to meeting district specifications. Vendors must also have sufficient and experienced staff that is familiar with both school transportation operations and contemporary technological solutions.

#### **3. SYSTEM REQUIREMENTS**

##### **A. Transportation System**

- System must be web-based as a hosted solution using an application service provider model. Staff must be able to access all features of the system via the Internet without the requirement of locally installed specialized software.
- Proposal must describe how back-ups of system data will occur and how long files will be maintained.
- Proposal must also describe the hosting server environment including security arrangements and 24X7 operational guarantees.

##### **B. Technology**

- System must be a true Geographic Information System (GIS)
- Mapping database shall be fully integrated, not requiring synchronization
- System shall be capable of exporting reports in the following formats: Microsoft Word (.docx) & Excel (.xlsx); HTML, Text-ASCII (.txt); Tab delimited text (.txt); Data Interchange format (.dif), Rich text format (.rtf)
- System shall be capable of integrating student, stop and route data with Google Earth

##### **C. GIS Mapping**

- System must utilize countywide and multiple county maps
- System must accept GIS Map Data Import
- System must allow complete system wide map editing without requiring additional external software. Editing should be done without requiring additional maintenance procedures.
- System must allow both automatic geocoding and manual geocoding functions.
- System must be able to utilize county parcel data for geocoding and for display on the GIS map.
- System must be able to utilize Orthographic GIS map data within all maps in the routing system
- System allowed auto-scroll on the GIS map while drawing in new segments or while using a system tool for measuring distance.

#### **D. Routing Functions**

- System must utilize intuitive routing methodology
- System must allow users to manually identify areas of restrictions
- Full routing functionality for users to adjust stops and routes manually
- Full functionality to “Point & Click” to modify and/or edit distances, speeds, etc without effecting the map or other routes.
- Full functionality for door-to-door stops without having to update a stop type / student eligibility service
- System allows the user to create stop attendance boundaries. System shall then be able to auto-assign students to that stop.
- System should be capable of creating stop attendance areas that will automatically assign students within a user-defined walk to stop distance and should allow user to add or remove specific geographic regions to/from the stop attendance areas
- Full system wide functionality for Special needs, Parochial, Vocational and Out-of-area routing without additional modules
- System must clearly display students as icons on the GIS map so that the user can clearly see which side of the street the student point is located on
- System must allow full system wide thematic shading to evaluate full demographic distributions of students. System shall allow for symbols to identify characteristics.
- System should provide a tool that allows the user to geographically select any point, points, students, stops, routes, streets and schools by clicking the point or GIS attribute or by selecting a geographic area by drawing a boundary or within a user set distance from any point on the map
- Automated driving paths between bus stops that calculates the shortest distance paths.
- System should provide simple point and click redirection of any driving path without having to delete individual "nodes" the map before redrawing the path identified by the user
- System must be capable of Non Eligibility Zone Analysis for creating specific walk zones for individual schools

#### **E. System Database – Student Information**

- System must enable users to view and manipulate data (Schools, alternate sites, students, field trips, drivers, bus attendants, teachers and other staff) in data-base grids
- System must offer fields for email addresses and must be capable of integrating with the district's email system.
- System should include field trip management functions within the routing software and an optional browser based solution that enables school personnel to process field trip requests.
- System must be capable of interfacing with Power School, the district's current main student information system using an export file designed by the district technology or data management departments and transportation departments; Users should have the option to schedule the integration process to occur automatically without having to initiate the integration process manually
- System should provide database grids for all data, student, bus route, driver, school, field trip, etc. The system should accept all fields and exact information exported from current district's main student information data base. The Transportation student data base fields should not have to be manually manipulated.
- System must offer an option for a SIF Agent (School Interoperability Framework)
- Vendor must offer a Redistricting and Boundary Planning functionality for managing and manipulating school attendance boundaries.

#### **F. Reports**

- System should allow records in the database (students, drivers, field trips, schools, routes, etc.) to be viewable in a “grid” layout that can be manipulated by the user for sorting and analyzing data.
- All reports must be able to view on screen, save to computer or export to excel.
- System should have reports pertaining to Street Listings per boundary, Hazard Listings, Stops, Routes and Runs.
- System must have capability to create user defined reports.

**G. Internet System**

- School administrators, school staff, and bus company personnel must be able to access to transportation related information, reports and schedules via the Internet
- School personnel must be able to request field trip busing services, and manage the approval process with automated email-notifications
- The transportation system must be capable of communicating student, stop and complete route information via the Internet.
- Vendor must offer a system or service that enables parents to obtain information regarding school bus and school assignments via the Internet
- Internet accessible services must include interactive GIS mapping functionality in addition to text information
- Internet accessible services must facilitate the opportunity for parents to submit questions and other district users to submit transportation requests electronically via the internet interface.
- Internet accessible services must provide functionality to allow the district to send email notifications to parents.

**H. GPS - (Global Positioning System) Integration (optional)**

- Vendor must offer an option for GPS integration with Zonar
- GPS integration functionality enables users to view GPS data on the routing systems GIS map.
- The GPS integration should compare live GPS data with a planned route. The GPS integrated system should have the capability of alerting the district with any deviations of the route.
- The GPS integration functionality should be capable of creating new streets utilizing the GPS data.

**I. Training, Implementation, and Support Services**

- Provide on-site training and implementation services to facilitate successful implementation of the transportation system. It is assumed that training will be performed onsite (i.e. at existing BOE-owned facilities and not at the vendor facilities). Proposals shall include customer satisfaction data and/or testimony from school districts that currently use the product.
- Provide technical assistance and support via phone. Include customer satisfaction data and/or testimony from school districts that currently use the product. Proposals shall provide information on support escalation procedures, in the event that (1) the incident is not responded to within sufficient time or that (2) the incident cannot be remedied in sufficient time. Costs for system software support that requires onsite diagnosis and/or service shall be borne solely by the software provider and not by the BOE.
- 
- All rights to the information provided by the school district shall be held by the school district. Student information shall remain confidential to the extent that viewer access is controlled by the rights assigned to a variety of users including parents, teachers, administrators and other essential staff.

**4. RESOURCES AVAILABLE**

The BOE will make available to the awarded firm existing data structures as may be related to the project: The BOE will additionally provide other information in its possession as may be needed by the consultant, if such information is currently and readily available.

**5. PROJECT SCHEDULE**

The following is the proposed schedule for the selection process and work program:

Date of RFP Issuance	March 22, 2011
Submittals Due	April 12, 2011
Interviews Conducted (if necessary)	May 2, 2011
Recommendation of Contract Award	May 4, 2011
Contract finalized by	May 20, 2011

## II. SUBMISSION REQUIREMENTS

### 1. SUBMISSION DUE DATE

Proposals will be accepted at the City of Bristol Purchasing Office, 111 North Main Street, Bristol, Connecticut, 06010 until **11:00 am, April 12, 2011**. Proposals received after that time will not be considered. Proposals may be withdrawn 120 days after opening if no award has been made.

The City may invite a short list of responding firms for an interview based upon its review of the written submissions. Your firm should have **Monday, May 2, 2011** available if selected for an interview; your firm will be notified no later than **Thursday, April 28, 2011** if your firm is selected.

Unless otherwise indicated, proposals that are submitted are assumed to be valid for ninety (90) days from the date that proposals are due.

### 2. DIRECTIONS FOR WRITTEN SUBMISSION

Interested firms are required to submit **one original and five (5) copies as well as one copy via compact disk or USB drive (pdf or similar readable format)** of the proposal to Roger Rousseau, Purchasing Agent, no later than the date and time noted above. Submittals shall consist of the following:

- a. A transmittal letter signed by the appropriate officer of the firm offering the proposal and certifying that the proposal and any cost projection included will remain in effect for 90 days after the due date.
- b. A concise and complete description of the work to be performed, including:
  1. An explanation of your firm's understanding of the project, its approach to the work, the key issues to resolve and the level of detail to be provided.
  2. A detailed work program and time schedule for each phase of the project, including milestones for periodic review of the work with the advisory committee(s).
  3. A list of personnel who will be assigned to the project, including resumes for professionals expected to provide at least 20% of the person hours on the project. Support staff contracted by your firm for this project should additionally be included for review and consideration.
  4. A description of similar projects which your firm has been involved in, including references.
  5. A summary of your firm as outlined in Section II.3 of this document.
- c. A fee schedule for the system, including software costs, hardware costs, training, implementation, and continuing support fees. If your firm is selected for an interview, and as a result of the interview certain clarifications and adjustments need to be made to the fee schedule submitted, your firm will be allowed to adjust the fee schedule submitted, if so directed by the City.

Submittals shall be delivered to the City of Bristol Purchasing Department, 111 North Main Street, Bristol CT 06010, clearly marked as "2P11-080 Transportation Software".

### 3. VENDOR INFORMATION

#### A. Vendor Overview

Please provide the following:

- The name and location of your company, including the office location that will be serving the City.
- A brief general description of your business.
- The number of years your company has been in business.
- Is your company a subsidiary of another corporation? If so, what is the name of the parent company?
- The number of personnel employed by your company (please include the number of staff dedicated to provide requested services).
- The primary line of business of your firm.

#### B. Client Base

Provide specific reference information for three clients you have served, relevant to the work proposed, to include:

- Client name and location
- Starting date of service
- Contact name, title and telephone number

The references must be relevant to service in the last forty-eight (48) months, and shall include specific details on how the project represents a project of similar scope. Information on your firm's specific role must be included.

### 4. ADDENDA

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website:

<http://www.bristolct.gov/bids>

This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Bristol does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

Questions regarding this document should be referred to Roger D. Rousseau at (860) 584-6195 or at <rogerrousseau@ci.bristol.ct.us>.

A summary of all questions and answers will be made available to each firm if they might influence the award of the contract.

### 5. EVALUATION CRITERIA

Selection of firm(s) will be the responsibility of a committee consisting of designated representatives. The evaluation will be based upon the written submittals and selected presentations and interviews. The factors which will be evaluated include the following:

- a. Proposed cost.
- b. The specialized experience of the firm and its assigned personnel on similar projects.
- c. The firm's understanding of and technical approach to the project.
- d. The firm's knowledge of project requirements.
- e. The firm's schedule and its ability to perform the work in a timely manner.
- f. Clarity, organization, and effective presentation of submittal.
- g. Review of references listed.

The City may invite a short list of responding firms for an interview based upon its review of the written submissions. **Your firm should have May 2, 2011 available** if selected for an interview.

Final recommendations regarding award of contract(s) for services will be made after the City and firm(s) have negotiated reasonable fee schedule(s) for services to be provided, and have concurrence on the methods to be used for payment for services rendered.

### **III. CONTRACT CONSIDERATIONS**

#### **1. EQUAL OPPORTUNITY – AFFIRMATIVE ACTION**

The successful firm shall comply in all aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age.

Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

#### **2. INDEMNIFICATION**

The awarded firm agrees to indemnify, defend, and save harmless, the City of Bristol, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the awarded firm resulting from the performance of this contract, except to the extent caused by the negligent acts of the City of Bristol or its officers, agents or employees.

The City, as a sovereign government, cannot indemnify businesses or individuals.

#### **3. INSURANCE**

Prior to the execution of any contract, the City of Bristol requires that any awarded contractor providing materials, equipment or services to the City, must provide to the City a certificate of insurance (Acord or other approved format) naming the City of Bristol as additional insured, for the following:

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.
- Professional Liability, in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.
- Worker's Compensation as defined in the Connecticut General Statutes.

Any subcontractor to a contracted firm shall be likewise covered, and shall furnish certificates of coverage acceptable to the City before starting work.

The awarded firm shall maintain professional liability insurance until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to this project, the awarded firm shall maintain coverage for a reasonable period after the date of substantial completion of the project as agreed to by the City and the awarded firm.

#### **4. INVOICING AND PAYMENT**

Invoices shall be paid promptly by the City unless any items thereon are questioned, in which case payment will be withheld pending verification of amount claimed and the validity of the claim. Standard payment terms are Net 30 Days from receipt of properly executed invoice(s). The City cannot make payments for "execution of contract" (payments due upon contract signing).

## **5. TERMINATION PROVISIONS**

Subject to the provisions below, the contract may be terminated by either party, upon thirty (30) days' advance notice to the other party, but if any work or services hereunder are in progress, but not completed, as of the dated of termination, then this contract may be extended upon written approval by the City until said work or services are completed and accepted.

A. Termination For Convenience

In the event that the contract is terminated or canceled upon request and for the convenience of the City, without the required thirty (30) Days' advance written notice, then the City shall negotiate reasonable termination costs, if applicable.

B. Termination For Cause

Termination by the City for cause, default or negligence on the part of the Bidder shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days' advance notice requirement is waived in the event of termination by cause.

## **6. AWARD CONSIDERATIONS**

The City may reject any or all proposals or submittals for such reason as it may deem proper. In acceptance of proposals or submittals, the City will be guided by consideration of the interests of the City and the Board of Education. The City also reserves the right to negotiate further with one or more of the firms as to any features of their proposals or submittals and to accept modifications of the work and price when such action will be in the best interests of the City and the Board of Education.

Firms selected for interview will be provided with the content of the interview panel; the selected firms will be required to submit affidavits relating to their relationship(s) with members of the panel. The names of interview committee members will be released solely for the purpose of preparation of affidavits; the selected firms shall not directly contact the panel members prior to immediately following the interview process.

The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Bristol or Board of Education is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interests of the City of Bristol or Board of Education.

Unless otherwise noted within a proposal, proposals received in response to this document, including proposed fee schedules, are assumed to be valid and binding for one hundred and twenty (120) days from receipt of the proposal. If award is not made within such time, the proposal can be deemed to be either no longer valid, or can be extended with mutual consent of the City and the firm submitting the proposal.

The awarded firm grants to the Board of Education full ownership of any instruments of service (i.e. deliverable materials and/or data) provided through any resultant contract award.

**REQUEST FOR PROPOSALS  
CITY OF BRISTOL, CONNECTICUT 06010**



**2P11-080  
Transportation Software**

**Due Date: 11:00 am, April 12, 2011**

City of Bristol  
Purchasing Office  
111 North Main Street  
Bristol, Connecticut 06010

In accordance with the City's requirements, the undersigned agrees to provide services as defined herein.

The undersigned is familiar with the conditions surrounding this Request for Proposals, is aware that the City reserves the right to reject any and all proposals, and is making submission without collusion with any other person, individual or corporate.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Town

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID #

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Fax Number

**RETURN THIS FORM IMMEDIATELY!**

City of Bristol, Connecticut  
Acknowledgment: Receipt of RFP Documents

**Request For Proposals 2P11-080  
Transportation Software**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit proposals.

Date issued: March 22, 2011  
Date documents received: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Do you plan to submit a response? Yes\_\_\_\_ No\_\_\_\_

Print or type the following information:

Company name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City or Town: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Received by: \_\_\_\_\_

**Note: Faxed acknowledgments are requested!  
FAX (860)584-6171  
A cover sheet is NOT necessary.  
IMPORTANT: DO NOT FAX PROPOSALS.  
PROPOSALS MUST BE SUBMITTED IN SEALED PACKAGES**

**CITY OF BRISTOL  
PURCHASING DEPARTMENT  
111 NORTH MAIN STREET  
BRISTOL, CT 06010**

**Proposal Check List**

This form need not be returned with your submittal. It is suggested that you review and check off each action as you complete it.

- \_\_\_ 1. The proposal has been signed by a duly authorized representative of the company.
- \_\_\_ 2. Any fee schedule you have offered has been reviewed and verified.
- \_\_\_ 3. Standard payment terms are net 30 days. Net terms for periods less than 30 days may result in proposal rejection. (You may offer cash discounts for prompt payment).
- \_\_\_ 4. Any technical or descriptive literature, drawings or proposal samples that are required have been included with the proposal.
- \_\_\_ 5. Any addenda to this document have been acknowledged and included.
- \_\_\_ 6. The envelope has been addressed to:  
City of Bristol Purchasing Department  
2P11-080 Transportation Software  
111 North Main Street  
Bristol, CT 06010
- \_\_\_ 7. The envelope has been clearly marked with the proposal number and opening date.
- \_\_\_ 8. If additional copies are required as part of your response, make sure the original is clearly marked.
- \_\_\_ 9. The proposal is mailed or hand-delivered in time to be received no later than the designated opening date and time. Late responses are **NOT** accepted under any circumstances. Faxed responses are not accepted. Please allow enough time if mailing your proposal.



**CITY OF BRISTOL, CONNECTICUT  
NON-COLLUSION CERTIFICATION**

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

**Please complete and sign**

Legal Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Authorized Agent \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employment Information Form



**City of Bristol**  
Workplace Analysis Affirmative Action Report  
Employment Information Form

Purchasing Department  
111 North Main Street  
Bristol, CT 06010

Company Name Street Address City State Zip	Contact Person	Phone Number	Date
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Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A. OVERALL TOTALS (sum of all columns, B-F Male & Female)	B. WHITE (not of Hispanic origin)		C. BLACK (not of Hispanic origin)		D. HISPANIC		E. ASIAN/PACIFIC ISLANDER		F. AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officers/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service workers											
<b>TOTALS ABOVE</b>											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State Of CT Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Describe your recruitment, hiring, training and promotion anti-discrimination practices.	

**<TRANSPORTATION SOFTWARE PROVIDER>**  
**Software License Agreement**

**Licensee:** City of Bristol, Connecticut

**Software:** As per Exhibit B

**Maximum Users:** As per Exhibit B

<Transportation Software Provider>, hereinafter referred to as "Licensor", grants the Licensee named above, hereinafter referred to as "Licensee", the right to use the Licensor software and documentation named above on the computer hardware located in Licensor's office subject to the terms and conditions stated below. All terms and conditions of this agreement shall apply to any and all versions and updates of the software and documentation.

**USE:** Licensee will use the software and documentation only on the computer equipment located in Licensor's office.

Licensee will use the software and documentation only for its own purposes. Licensee will not permit use of this software and documentation by any other party unless the other party has obtained a license from Licensor granting the other party a right to use the software and documentation.

Licensee may not use, copy, modify, or transfer the software and/or documentation, or any copy, modification or merged portion, in whole or in part, except as expressly provided in this license. If Licensee leases, rents or transfers possession of any copy, modification or merged portion of this software and/or documentation to another party, this license is automatically terminated.

**TERM:** This license takes effect upon payment in full of all applicable charges, and is effective until terminated. Licensee may terminate it at any time. This license will also terminate if Licensee fails to comply with any term or condition of this Agreement. Licensee agrees upon such termination to destroy any onsite program (if applicable) provided by the Licensor that is subject to the terms of this Agreement.

**LIMITED WARRANTY:** The software and documentation is provided "as is", including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Risks as to the quality and performance of the software and documentation is with Licensor.

Licensor does not warrant that the functions in the program will meet Licensee's functionality or that the operation of the program will be uninterrupted or error free.

Licensor warrants any media on which a program is furnished to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to Licensee.

**LIMITATIONS OF REMEDIES:** Licensor's liability and Licensee's remedy shall be: Licensor will replace any media not meeting Licensor's "Limited Warranty" and which is returned to Licensor within ninety (90) days from the date of delivery, or Licensee may terminate this agreement within ninety (90) days from the date of delivery of software and documentation to Licensee by returning all software and documentation to Licensor, at which time Licensee fee will be refunded.

In no event will Licensor be liable to Licensee for any damages, including any loss, profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use such software even if Licensor had been advised of the possibility of such damages, or for any claim by any other party.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation of exclusion may not apply to Licensee.

**GENERAL:** Licensee is exclusively responsible for enforcing the terms and conditions of this Agreement within its origination and agrees to take all appropriate actions with its employees or other persons permitted access to the software and documentation to satisfy its obligations with respect to use, protection and security of the software and documentation. If Licensee transfers the software and/or documentation to any other party without express written permission from Licensor, Licensor shall be entitled to recover from Licensee reasonable attorney fees, cost, and other necessary disbursements required to recover software and/or documentation from the other party. If such transfer is made in a willful and deliberate manner, Licensor shall be entitled to equitable relief as well as money damages.

The terms, conditions and warranties herein extend only to Licensee and cannot be assigned or altered.

This agreement will be governed by the laws of the State of Connecticut.

The undersigned acknowledges that he has read the agreement, understands it, and agrees to be bound by its terms and conditions. He further agrees that it is the complete and exclusive statement of the agreement between Licensor and Licensee which supersedes any proposal or prior agreement, oral or written and any other communications between Licensor and Licensee relating to the subject matter of this agreement. He further warrants that he is acting as a duly authorized representative of Licensee.

## **Technical Support Service** Terms and Conditions

**TERM:** The term of this agreement shall be as stated on the Technical Support Service (TSS) Invoice.

**SCOPE:** This agreement provides support by telephone only to the customer(s) listed on the TSS invoice and for the products purchased or licensed from Licensor which are listed on the TSS invoice. Unless a third-party software product is specifically itemized on the TSS invoice, Licensor defers support for this software to the specific software vendor. For those third-party software products listed on the TSS invoice, and since Licensor is not the author of the third-party software,

- (a) Licensor's responsibility is limited to providing support related to its administration and usage; and
- (b) some problems encountered with the third-party software may have to be referred to the software vendor and any charges incurred by such referrals are the responsibility of the customer.

Products purchased from other vendors are specifically excluded from the scope of TSS. Updates to the Licensor provided software and documentation covered by this agreement, and released during the term of the agreement, will be provided to the customer at no additional charge. During the term of this agreement, customer shall be included as a member of the Licensor User Group and thus entitled to attendance at any scheduled User Group meetings and a copy of all newsletters.

**STANDARD HOURS OF SERVICE:** This agreement provides telephone support service from 8:30 a.m. through 5:30 p.m. EST Monday through Friday (excluding holidays). A Technical Support paging service is also available and answered 24 hours a day 7 days a week, for critical system outage and server down situations. However, any calls placed to this number, not deemed critical, will be placed in a callback queue for response on the next business day, during normal business hours. If a customer requests immediate assistance after hours for non-critical system or server down situations, and has not purchased an Emergency Service option, the customer may be subject to a \$500 per incident fee. A Critical system outage is defined as a situation in which mission critical data cannot be entered or retrieved system wide. The first available technical support representative will return support calls received during standard hours. Calls received at night or on weekends or holidays will be held until the next business day unless the caller requests billable emergency service.

Telephone technical support for upgrades, conversions, etc., is available at night and on weekends at no extra charge if the customer calls in advance to arrange a mutually convenient time.

**BILLABLE EMERGENCY SERVICE:** Calls for support received between 5:30 p.m. and 8:30 a.m. EST or on weekends or holidays will not be returned until the next business day unless the customer requests billable emergency service, which will be invoiced at \$200 per incident.

**CUSTOMER RESPONSIBILITIES:** Customer agrees to designate and train at least one person as "System Manager" and to strive to direct all requests for support through that person. In the event that the designated "System Manager" is replaced, it is the Customer's responsibility to designate a new "System Manager" and provide training for the new "System Manager" to a level of demonstrated operational competency. Customer will supply all labor necessary to install software corrections and upgrades. Customer agrees to attend Licensor recommended training for Licensor software products and all operating system software, if appropriate. In addition, customer agrees to attend Windows xxxx (where appropriate) training or demonstrate operational competency.

**SOFTWARE SUPPORT COVERAGE LIMITATIONS:** Licensor's Technical Support Service is primarily focused on providing support for Licensor supplied systems and custom applications. Third-party software support is limited to answering questions concerning the use of the software and does not include providing fixes. For third-party software such as Novell Netware, Windows, Microsoft Word, etc., Licensor will provide support as it relates to the administration and usage of the Licensor software system.

**EXCLUSIONS:** Licensor's obligation to provide technical support hereunder is contingent upon the proper use of the software. Licensor shall not be obligated to provide technical support service under this agreement because of

- (a) modifications, whether made or attempted, to software;
- (b) Acts of God, fire, flood earthquake, lightning strikes, war, nuclear disaster or other such causes beyond the reasonable control of Licensor.

In the event that any on-site support is required by Licensor personnel, the customer will be subject to additional billing for any labor, travel, material and other expenses incurred. All time expended by Licensor for on-site support or any of the above exclusions will be billable at \$125 per hour, plus expenses and materials.

**TERMINATION OF SERVICE:** Licensor reserves the right to discontinue support for any hardware and/or software which, in the opinion of Licensor, has become unsupportable, and shall refund the unused portion of support fee, less

- (a) any time and expenses incurred prior to discontinuance and
- (b) any other outstanding invoices, when support service has been terminated.

Possible reasons for termination include, but are not limited to:

- (a) failure of customer to obtain adequate training for the use of Licensor's software;
- (b) a physical, hardware and/or software environment at a customer site which is inadequate for the efficient and reliable performance of Licensor's products;
- (c) alterations, modifications, or additions to hardware and/or software environments made without Licensor's written approval.

In the event the customer becomes more than 90 days in arrears on any invoice(s) issued by Licensor, Licensor may terminate this agreement and apply any unused portion toward payment of the invoices in arrears.

**DISCLAIMER:** LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WITH REGARD TO THE SERVICES AND MATERIALS PROVIDED HEREUNDER, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT.

**LIMITATION OF REMEDY AND LIABILITY:**

Licensor's entire liability and Customer's exclusive remedy shall be as follows: for claims alleging breach of warranty with respect to technical support, Customer's remedy shall be to receive a refund of the amount actually paid for technical support as stated on the TSS invoice. Any action against Licensor must be within one year after the cause of action accrues.

IN NO EVENT SHALL LICENSOR BE LIABLE FOR;

- (i) ANY DAMAGES RESULTING FROM CUSTOMER'S FAILURE TO PERFORM CUSTOMER'S OBLIGATIONS;
- (ii) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES RESULTING FROM LOSS OF USE OR LOST DATA), EVEN IF LICENSOR HAD BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBLE LIABILITY THEREOF;
- (iii) ANY CLAIM BY ANY OTHER PARTY; OR
- (iv) ANY FAILURE OR DELAY IN PERFORMANCE DUE IN WHOLE OR IN PART TO ANY CAUSE BEYOND THE REASONABLE CONTROL OF LICENSOR.

**NEW RELEASES**

There shall be no cost for new releases.

**ANNUAL MAINTENANCE COSTS**

The costs associated with annual maintenance and support for Year 1 are included as part of the system costs defined within the Master Purchase Agreement.

The costs associated with annual maintenance and support shall be \$X,XXX.xx per year, payable within thirty days of the anniversary date for system acceptance. Such cost shall remain for years two through five, with the fifth year assumed to be approximately July 2016 through June 2017, contingent upon actual system acceptance.

The costs associated with annual maintenance and support for years subsequent to year five shall be adjusted on an annual basis, with cost adjustments not exceeding the Consumer Price Index (CPI-U) for the previous twelve month term, or 5 percent, whichever is greater.

**<TRANSPORTATION SOFTWARE PROVIDER>  
MASTER PURCHASE AGREEMENT**

THIS AGREEMENT is entered into between <Transportation Software Provider>, <address>, <City>, CT 06010, hereinafter referred to as Licensor, and the City of Bristol, Connecticut, hereinafter referred to as Purchaser.

THE PARTIES AGREE AS FOLLOWS:

**STATEMENT OF WORK:** Licensor agrees to sell and Purchaser desires to acquire the products described herein. This Master Purchase Agreement will cover the present sale as well as any subsequent sales of Products to Purchaser by Licensor.

**PURCHASE ORDER:** A purchase order or equivalent document authorizing procurement of the hardware, software and services itemized in The Quotation and indicating to whom invoices should be submitted must accompany this contract.

**PAYMENT:**

**Software** (total costs \$X,XXX.xx):

Payment in the amount of 10% of software license costs shall be made upon full access of application into a test environment \$X,XXX.xx

Payment in the amount of 50% of software license costs shall be made upon completion of data conversion \$X,XXX.xx

Payment in the amount of 30% of software license costs shall be made upon completion of successful testing of integration between Licensor software and Fires software \$X,XXX.xx

Payment in the amount of 10% of software license costs shall be made upon acceptance \$X,XXX.xx

**Conversion** (total costs \$X,XXX.xx):

Payment in the amount of 50% of conversion costs shall be made upon completion of data conversion \$X,XXX.xx

Payment in the amount of 50% of conversion costs shall be made upon acceptance \$X,XXX.xx

Total all payments: **\$X,XXX.xx**

Licensor may, without liability, suspend performance or cancel this Agreement if Purchaser is in default with this Agreement or any other agreement with Licensor. Where deliveries are scheduled in installments, Purchaser shall pay invoices per the above terms when due for each installment. Purchaser shall pay interest on all amounts not paid when due at the rate of 1.5 percent per month or the highest lawful rate, whichever is less. The balance due on each item shall become due and payable 30 days from the date of invoice or from the completion of the service, whichever is later.

**DELIVERY:** Licensor shall assume responsibility for delay in deliveries. Licensor will arrange for shipment of any required materials. All transportation charges for shipped materials shall be paid by Licensor at Licensor's sole expense.

**TRAVEL EXPENSES:** Travel and lodging expenses will not be reimbursed for travel to and from the Bristol Board of Education.

**SOFTWARE INSTALLATION:** Licensor or its subcontractors will provide all software required under this agreement.

**TRAINING:** Licensor will provide on-site training in the use of software provided under this agreement, if determined to be necessary.

**SOFTWARE:** All Software is provided on an “as is” basis and is subject to the provisions of the Software License Agreement.

Custom modifications requested by the Purchaser to the Licensor developed software are considered at the sole discretion of Licensor, and any such modifications will be negotiated separately from this Agreement and may be at additional cost to the Purchaser.

**SYSTEM SUPPORT:** Licensor will provide Technical Support Service (TSS) for the software products provided in this agreement and as outlined on the attached Technical Support Service Terms and Conditions. Technical Support Services will be made available to Licensor for the duration of this Agreement.

**FORCE MAJEURE:** The parties to this Agreement shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by Act of God, fire, strike, power outages, loss or shortage of transportation facilities, lock out or commandeering of materials, products, plans or facilities by the government when satisfactory evidence thereof is not due to the fault or neglect of the party not performing.

**ENTIRE AGREEMENT:** The Agreement, Software License Agreement(s), and Technical Support Service Terms and Conditions, Request For Proposals 2P11-080 as issued by the City of Bristol, identified herein as Exhibit A, the proposal submitted to the City of Bristol by Licensor, identified herein as Exhibit B, and Pricing Schedule, identified herein as Exhibit C, contain all the terms and conditions of this transaction.

**WARRANTY:**

- A. Except as noted below, Licensor warrants that
  - (i) Licensor developed software furnished by Licensor constitutes an accurate manufacture of Licensor’s software, and
  - (ii) Licensor will replace any Licensor developed software proven to be defective for a period of 90 days, provided that the Purchaser gives written notice of such defect to Licensor within 30 days of purchase.Technical support will be provided by telephone to assist with the repair of any defective software. In the event that on-site support is required by Licensor personnel, the Purchaser will be subject to additional billing for any labor, travel, material and other expenses incurred.
- B. The above warranties extend only to Purchaser and shall not be assigned or altered except by a writing signed by an authorized representative of Licensor. The above warranties are contingent upon the proper use of the hardware and/or software, and do not apply to hardware and/or software on which the original identification marks have been removed or altered, and do not apply to defects or failures due to
  - (i) accident, neglect or misuse;
  - (ii) failure or defect of electrical power, external electrical circuitry, air conditioning or humidity control;
  - (iii) the use of items not provided by Licensor;
  - (iv) unusual stress or Acts of God,
  - (v) any party other than Licensor modifying, adjusting, repairing, servicing or installing the hardware and/or software.
- C. All warranties in this Agreement apply only to Licensor developed software. Non-Licensor equipment and/or software is sold subject to the warranties and limitations of the manufacturer, and Licensor makes no representations as to whether those warranties or limitations will extend or apply to Purchaser. Licensor will provide a 90-day labor warranty on Licensor provided equipment and non-Licensor developed software. Licensor shall not be the agent of any other manufacturer, nor will Licensor warrant or assume liability for any items produced by other manufacturers.

**NO OTHER WARRANTIES:**

EXCEPT AS PREVIOUSLY STATED ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF HARDWARE AND/OR SOFTWARE OR SERVICES FURNISHED HEREUNDER OR IN CONNECTION HERewith. LICENSOR DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF HARDWARE AND/OR SOFTWARE, WHETHER MADE BY LICENSOR EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT, SHALL BE DEEMED TO BE A WARRANTY BY LICENSOR FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF LICENSOR WHATSOEVER.

**LIMITATION OF REMEDY AND LIABILITY:**

- A. Remedy and Liability: In the case of a Licensor product proven to be defective, Licensor's entire liability and Purchaser's exclusive remedy shall be, at Licensor's option, either
  - (i) replacement of the defective product; or
  - (ii) return of the price paid for the defective product.
- B. General Limitation: IN NO EVENT SHALL LICENSOR BE LIABLE FOR
  - (i) ANY DAMAGES RESULTING FROM PURCHASER'S FAILURE TO PERFORM PURCHASER'S OBLIGATIONS;
  - (ii) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND DAMAGES RESULTING FROM LOSS OF USE OR LOST DATA), EVEN IF LICENSOR HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY THEREOF, OR
  - (iii) ANY CLAIM BY ANY OTHER PARTY.

**ACCEPTANCE:** Items shall be deemed accepted by Purchaser upon successful operation using Licensor's then standard procedures and diagnostic test programs, with verification of actual data usability as converted by Licensor.

**SUBSTITUTIONS AND MODIFICATIONS:** Licensor reserves the right to make substitutions and modifications in the design and/or specifications of items provided by Licensor, providing that such substitutions or modifications do not materially and adversely affect performance of the item.

**RETURN POLICY:** If Purchaser cancels an order or portion of an order, Licensor will accept a hardware or software product return only with prior advance authorization from Licensor, and (i) only if allowed by the appropriate vendor, (ii) only if the product has not been opened, and (iii) only if the product's seal has not been broken. Upon receipt of the returned product(s) Licensor will credit the Purchaser the purchase price less a restocking charge of 25% (or a restocking fee greater than 25% and as defined by the appropriate vendor) of the purchase price. It shall be the Purchaser's responsibility to pay for all return shipping fees to Licensor for the returned product(s). Licensor will not authorize any returns for products that have been opened and/or have damaged product seals. In light of this policy, it is the Purchaser's responsibility to validate the make and model number indicated on the package exterior before opening any hardware or software products.

**CANCELLATION:** If Purchaser cancels any order or if Licensor cancels any order due to (i) Purchaser's failure to comply with any of the terms and conditions of this Agreement or (ii) Purchaser's failure to maintain credit, Purchaser agrees to reimburse Licensor for all costs incurred by Licensor as a result of the cancellation of the order. Any delay in scheduled delivery caused by Purchaser may be treated as a cancellation at Licensor's option.

**GENERAL:** Licensor shall have no obligation under an order placed under this Agreement until a written acceptance thereof is dispatched to Purchaser by a duly authorized agent of Licensor.

The terms and conditions of this Agreement shall prevail notwithstanding any variations or additions contained in any order or other document submitted by Purchaser and Licensor hereby rejects all variations and additions. NO MODIFICATION, TERMINATION, EXTENSION, RENEWAL OR WAIVER OF, NOR ADDITION TO THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE BINDING UPON LICENSOR UNLESS SPECIFICALLY SET FORTH IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF LICENSOR. This Agreement shall be governed by the laws of Connecticut. Purchaser shall neither assign any right nor delegate any obligation under this Agreement and any attempted assignment or delegation shall be void. Purchaser shall pay all costs and expenses, including reasonable attorney's fees incurred by Licensor in exercising any rights available to Licensor to the extent Licensor is successful in enforcing such rights. IN ADDITION TO THE LISTED ITEM(S), ANY OTHER ITEM FURNISHED OR SERVICE PERFORMED BY LICENSOR FOR PURCHASER IN THE FURTHERANCE OF THIS AGREEMENT, ALTHOUGH NOT SPECIFICALLY IDENTIFIED HEREIN, SHALL NONETHELESS BE COVERED BY THIS AGREEMENT UNLESS SUCH ITEM OR SERVICE IS SPECIFICALLY COVERED BY A WRITTEN AGREEMENT EXECUTED BY PURCHASER AND AN AUTHORIZED AGENT OF LICENSOR.

This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all prior oral and written communications, proposals, agreements, representations, statements, negotiations and undertakings between the parties with respect to items ordered hereunder.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this \_\_\_\_\_th day of \_\_\_\_\_, 2011.

Signed in the presence of:  
\_\_\_\_\_  
\_\_\_\_\_

By: **The City of Bristol**  
\_\_\_\_\_  
Mayor Arthur J. Ward

Signed in the presence of:  
\_\_\_\_\_  
\_\_\_\_\_

By: **<Transportation Software Provider>**  
\_\_\_\_\_  
<name>  
<title>

This Contract was approved by vote of the City Council of Bristol, Connecticut on the Xth day of XXXX, 2011.

\_\_\_\_\_  
City Clerk

Approved as to Technical Content:  
Board of Education  
By \_\_\_\_\_  
Dr. Philip Streifer, Superintendent

Approved as to Appropriation:  
Board of Finance, city of Bristol  
By \_\_\_\_\_  
Richard Miecznikowski, Chair

dated \_\_\_\_\_ 2011

dated \_\_\_\_\_ 2011.

Approved as to form:  
Office of Corporation Counsel  
By \_\_\_\_\_

dated \_\_\_\_\_ 2011

State of Connecticut )  
 ) ss. Bristol  
County of Hartford )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2010 before me, the undersigned officer, personally appeared **Arthur J. Ward**, who acknowledged himself to be the **Mayor** of the **City of Bristol**, a municipal corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Mayor.

In Witness Whereof, I have hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

State of Connecticut )  
 ) ss. Bristol  
County of Hartford )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2011 before me, the undersigned officer, personally appeared **<name>** who acknowledged himself to be **<title>** of **<Transportation Software Provider>**, a corporation, and further acknowledged that said Corporation is incorporated in the State of Connecticut, and is now in good standing, and that he as such **<title>**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as **<title>**.

In Witness Whereof, I have hereunto set my hand.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public