

Request for Proposals for Software and Implementation Services for an Enterprise Resource Planning (ERP) Software Systems Environment



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

Solicitation Due Date: Friday, July 10, 2026

Time: 4:00 p.m. (Central Time)

All Proposals must be received by the Central Texas Regional Mobility Authority (Mobility Authority/CTRMA) by the date and time cited above. It shall be the Proposer's sole risk to assure submission by the designated time.

VENDORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Solicitation packages can be obtained by downloading from CTRMA's procurement website <https://www.mobilityauthority.com/business/opportunities/procurements>, for further information on obtaining copies of the RFP. Should you experience problems downloading the solicitation, contact Ann Zigmond at azigmond@ctrma.org.

All questions concerning the RFP **must** be submitted via email only, to BerryDunn (Kate Offerdahl-Joyce – kate.offerdahl-joyce@berrydunn.com) as identified within this solicitation in [Section 1.8](#). Communications with other CTRMA staff other than for assistance with downloading the solicitation may disqualify you from the evaluation process.

Forms, Worksheets, and Other Attachments

Attachment A – Proposal Response Forms

(See MS Word document "CTRMA ERP RFP – Attachment A.docx")

Attachment B – Functional and Technical Requirements/Capabilities

(See MS Excel spreadsheet "CTRMA ERP RFP – Attachment B.xlsx")

Attachment C – Cost Worksheets

(See MS Excel spreadsheet "CTRMA ERP RFP – Attachment C.xlsx")

Attachment D – Conflict of Interest

(See MS Word document "CTRMA ERP RFP – Attachment D.xlsx")

Attachment E – Business Opportunity Program & Disadvantage Business Enterprise Participation

(See MS Excel spreadsheet "CTRMA ERP RFP – Attachment C.xlsx")

| | |
|---|-----------|
| Forms, Worksheets, and Other Attachments..... | i |
| 1 RFP Introduction and Background..... | 4 |
| 1.1 Introduction..... | 4 |
| 1.2 About CTRMA | 4 |
| 1.3 Project Objectives..... | 5 |
| 1.4 Definitions..... | 7 |
| 1.5 RFP Schedule of Events | 8 |
| 1.6 Prequalification of Vendors..... | 8 |
| 1.7 Minimum Qualifications | 8 |
| 1.8 Questions and Inquiries..... | 9 |
| 1.9 Non-Mandatory Pre-Proposal Vendor Teleconference | 9 |
| 1.10 Amendments and Addenda | 9 |
| 1.11 Non-Warranty of RFP Information | 9 |
| 2 Project Scope..... | 11 |
| 2.1 Functional Areas..... | 11 |
| 2.2 Alternate Proposals, Partnerships and Proposers of Subsets of Functionality | 14 |
| 2.3 CTRMA and Project Staffing | 15 |
| 2.4 Deployment Model..... | 16 |
| 2.5 Number of Users | 17 |
| 2.6 Potential Phasing and Target Live Dates | 17 |
| 2.7 Current Applications Environment..... | 17 |
| 2.8 Project Management Documentation | 19 |
| 2.9 Budget | 19 |
| 2.10 Personnel | 20 |
| 2.11 Software Upgrades..... | 20 |
| 2.12 Performance Review | 20 |
| 3 Proposal Evaluation and Award..... | 21 |
| 3.1 Evaluation Process..... | 21 |
| 3.2 Clarification and Discussion of Proposals | 22 |
| 3.3 Evaluation Criteria | 22 |
| 3.4 No Obligation, Right of Rejection, and Multiple Award..... | 24 |
| 3.5 Offer Held Firm | 25 |
| 3.6 Contract Negotiation..... | 25 |
| 3.7 Failure to Negotiate | 25 |
| 3.8 Contract Type..... | 25 |
| 3.9 Contract Changes..... | 26 |
| 3.10 Contract Approval..... | 26 |
| 4 Submittal Response Format..... | 27 |

| | | |
|----------|---|-----------|
| 4.1 | General Instructions | 27 |
| 4.2 | Technical Proposal Organization Guidelines..... | 28 |
| 4.3 | Content for Tabs 1 – 8..... | 28 |
| 4.4 | Price Proposal | 29 |
| 5 | Terms and Conditions..... | 30 |
| 5.1 | Anti-Lobbying Requirement | 30 |
| 5.2 | Right to Waive Irregularities or Defects | 30 |
| 5.3 | Confidential/Proprietary Information | 30 |
| 5.4 | Preclusion of Work | 31 |
| 5.5 | Protests | 31 |
| 5.6 | Conflict of Interest Policies | 32 |
| 5.7 | Business Opportunity Program (“BOP”) And Disadvantage Business Enterprise (“DBE”) Participation:..... | 32 |
| 5.8 | Indemnification | 32 |
| 5.9 | Records and Audits | 32 |
| 5.10 | Incurred Expenses..... | 33 |
| 5.11 | Authorized Signatures | 33 |
| 5.12 | Rights to Submitted Material | 33 |
| 5.13 | Confidential Information..... | 33 |
| 5.14 | Waiver of Claims | 33 |
| 5.15 | Statutory Information | 34 |
| 5.16 | Non-Discrimination Clause | 34 |
| 5.17 | Force Majeure | 34 |
| 5.18 | Policy Compliance | 34 |
| 5.19 | Compliance with Federal, State, County, and Local Laws | 35 |
| 5.20 | Patents and Copyrights | 35 |
| 5.21 | Invalid, Illegal, or Unenforceable Provisions..... | 35 |
| 5.22 | CTRMA Property | 35 |
| 5.23 | Rights of Use | 35 |
| 5.24 | Ownership of Data and Transition | 35 |
| 5.25 | Data Privacy and Security | 36 |

1 RFP Introduction and Background

1.1 Introduction

The Central Texas Regional Mobility Authority (Mobility Authority/CTRMA) is soliciting Proposals from Proposers capable of satisfying the needs for software and consulting services to implement a new software systems environment to address CTRMA's needs related to Enterprise Resource Planning (ERP).

In addition to soliciting written responses, this document provides information to assist Proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Proposers
- Specifies the desired format and content of Proposals in response to this RFP
- Outlines CTRMA's evaluation and selection procedures
- Establishes a schedule for the preparation and submission of Proposals in response to this RFP

This RFP and the selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation.

1.2 About CTRMA

CTRMA is an independent regional Mobility Authority established in 2002 under the Texas Transportation Code to help address the region's growing transportation demands across Travis and Williamson Counties. Created during a period of rapid population growth and increasing congestion across Central Texas, the Mobility Authority was designed to provide local leadership, financial flexibility, and accelerated delivery of critical mobility projects.

Since its inception, CTRMA has served as an important regional partner in advancing transportation infrastructure that supports economic growth, regional connectivity, and quality of life across Central Texas. Over time, the organization has evolved from a single-project initiative into a mature transportation agency responsible for the development, financing, operations, and maintenance of multiple toll road facilities and mobility projects. As a Texas political subdivision with broad authority to study, design, construct, operate, expand, enlarge, and extend transportation projects in Travis County, Williamson County, and adjacent counties, as permitted by law, CTRMA has utilized revenue-backed financing and alternative delivery approaches to support the delivery of projects that may have faced funding or timing constraints under traditional models. These approaches have helped facilitate more timely project delivery while supporting financial discipline and transparency for bondholders, stakeholders, and the traveling public.

CTRMA operates with a lean administrative staffing model and relies on internal staff, contracted service providers, consultants, and specialized external partners to support its financial, operational, engineering, technology, tolling, and project delivery activities. External partners support functions such as engineering and capital project delivery, invoice review, administrative IT and cybersecurity, tolling systems, legacy financial system support, pay-by-mail processing, trustee banking and debt-related activity, payroll and benefits administration, roadway asset management, and related reporting

or data exchange activities. This operating model allows CTRMA to access specialized expertise while maintaining flexibility; however, it also requires strong coordination across internal departments, systems, and external partners. As CTRMA evaluates a future ERP environment, proposed solutions should support workflows, integrations, reporting, document management, and role-based access needs that reflect this collaborative operating model.

The powers and duties of the Mobility Authority and its Board of Directors are established by, and subject to, state and federal laws and regulations. The Mobility Authority operates the System, which is comprised of: the 183A Toll Road, the 290 Toll Road, the 183 Toll Road, the 71 Toll Lane, the 45 SW Toll Road, and the 183 Express Lanes.

The Mobility Authority also operates the Mopac Express Lane, a managed lane toll road that is not required to be audited and is held outside the System. The Mobility Authority manages and coordinates road projects for Travis County and is developing additional transportation projects intended to address congestion and improve mobility in the Central Texas region.

The Mobility Authority works cooperatively with the Texas Department of Transportation and the Capital Area Metropolitan Area Planning Organization to identify and implement necessary transportation projects in the Central Texas area. The Mobility Authority maintains its financial information on an enterprise-wide accounting basis with multiple funds created as required by bond indentures and trust agreements.

The following table contains statistics related to CTRMA. These statistics are estimates and are provided for planning purposes only. Additional information has been provided in [Table 04: Functional Area Statistics](#).

Table 01: Statistics

| No. | Area | Statistic |
|-----|---|--------------------------------|
| 1 | Operating Expense (excluding debt service payments) | \$85,350,065 |
| 2 | Population Served | Travis and Williamson Counties |
| 3 | Total FTEs | 40 |
| 4 | Fiscal Year | July 1 – June 30 |

1.3 Project Objectives

The overall goal of this project is to modernize CTRMA’s enterprise resource planning environment by replacing the current financial and administrative systems with a new ERP system, or combination of integrated software systems, that better supports CTRMA’s current operations and future growth. The project is intended to help CTRMA improve business processes, reduce manual effort, strengthen data visibility, and provide a more scalable technology foundation. In doing so, CTRMA seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- Key Objectives and Outcomes:
 - **Standardize and automate core business processes across functions.** The new system should support consistent, system-enabled workflows for financial, procurement, contract management, accounts payable, budgeting, project accounting,

and administrative processes to reduce process variation, improve efficiency, and strengthen auditability.

- **Improve visibility into financial commitments, contracts, and project activity.** The new system should provide better tools to track purchase requests, approvals, contracts, budgets, project costs, commitments, invoice status, and spending activity across departments and projects.
 - **Enhance integration across systems and external partners.** The new system should enable seamless integration with key systems (e.g., tolling platforms, payroll, banking/trustee systems) to reduce manual data movement, improve data consistency, and support end-to-end business processes.
 - **Provide a scalable and sustainable platform to support organizational growth.** The new system should establish a flexible, modern foundation that can support increasing transaction volumes, expanding capital programs, and evolving reporting requirements while reducing reliance on institutional knowledge and manual workarounds.
 - **Improve access to timely, accurate, and actionable data for decision-making.** The new system should provide enhanced reporting, analytics, and data visibility—enabling leadership and staff to access reliable financial and operational information more quickly, support informed decision-making, and respond efficiently to internal and external reporting needs.
 - **Improve user experience and workflow transparency.** The new system should support intuitive employee, manager, vendor, and administrative user experiences, including online workflows, approvals, notifications, status tracking, and access to relevant information.
- **Primary Challenges in the Current Environment:**
 - **Fragmented system landscape requiring manual coordination.** Core business functions are supported across multiple standalone systems, spreadsheets, and external tools, requiring significant manual data entry, reconciliation, and parallel tracking.
 - **Heavy reliance on manual workflows and limited automation.** Key processes (e.g., approvals, invoicing, budgeting, reporting) rely on email, shared folders, and manual follow-up rather than system-enabled workflows, reducing efficiency and audit transparency.
 - **Limited reporting capabilities and data accessibility.** Reporting requires extraction and manipulation of data across systems, resulting in delayed insights and constrained ability to generate timely, actionable information.
 - **Decentralized data and limited enterprise-wide visibility.** Financial, operational, and project data are maintained across multiple departments, partners, and tools, limiting centralized visibility and increasing effort to compile a single source of truth.
 - **Dependence on spreadsheet-based budgeting and planning.** Budget development, forecasting, and tracking are performed primarily through Excel and manual

consolidation, creating version control challenges and limiting transparency into budget-to-actual performance.

- **Lack of integration between capital planning, project tracking, and financial systems.** Capital project data, forecasts, and reporting are maintained outside the financial system, requiring manual reconciliation and limiting lifecycle visibility and alignment with financial reporting.

In order to address these challenges and others, CTRMA has initiated a project to adequately plan for, select, and implement a replacement or upgraded Software Systems environment. [Section 2.0 – Project Scope](#), outlines the features and functionality desired in a future system(s), as well as the professional services necessary to implement that system(s). Through this RFP, CTRMA intends to identify both software and the associated professional services (system integration services and/or if provided directly by the software provider). In the event the CTRMA identifies a suitable software solution through this process, but is interested in evaluating additional systems integrators of the identified software solution, the CTRMA reserves the right to contract for the software solution only through this RFP and issue a subsequent RFP for the associated professional services - thus evaluating the widest range of approaches and qualifications to find the best-fit for the organization.

1.4 Definitions

In order to simplify the language throughout this RFP, the following definitions shall apply:

ADDENDA – Written instruments issued by CTRMA prior to the date for receipt of Proposals that modify or interpret the RFP documents by addition, deletions, clarification, or corrections.

CONTRACT DOCUMENTS – The RFP, submitted Proposals, including any diagrams, Addenda, and a form of agreement between CTRMA and the Contractor, including all change orders, insurance certificates, exhibits, amendments, and attachments.

CONTRACTOR – The Contractor(s)/consultant(s) that may be awarded a contract to provide software system(s) and professional services to implement the ERP System for CTRMA.

CTRMA – Central Texas Regional Mobility Authority, Texas.

CTRMA EVALUATION COMMITTEE – The team of CTRMA staff that will participate in the review, evaluation, and scoring of proposals and subsequent evaluation processes, including demonstrations and reference checks.

CTRMA PROJECT MANAGER – The person designated by CTRMA to be CTRMA Project Manager assigned to act on behalf of CTRMA during the term of the resulting Contract.

DAYS – Means calendar days unless otherwise specified.

ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) – Means the financial management and human resource information software system that is described in this RFP and in the Attachments hereto.

PROJECT – The project to configure and implement the ERP System for CTRMA as described in this RFP and in the Attachments hereto.

PROJECT SCOPE – Scope of services to be provided by the Contractor(s).

PROPOSAL – A complete and properly signed Proposal to provide goods, commodities, labor, or services for the sum stated and submitted in accordance with the RFP.

PROPOSER or VENDOR – The person, Contractor, corporation, partnership, or other entity submitting a Proposal on items listed in the RFP documents, and thereby agreeing to meet the specified Contract terms and conditions if awarded the contract.

SERVICES or WORK – All services to be performed by the Contractor to successfully complete the Project to the satisfaction of CTRMA.

SUBCONTRACTOR or SUBCONSULTANT – Any individual, corporation, company, or other entity that contracts to perform work or render services to a Contractor or to another subcontractor as part of this Contract with CTRMA.

VENDOR – See “PROPOSER.”

1.5 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule CTRMA will follow, which is subject to change at CTRMA’s discretion. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be anticipated that the remaining components may also be adjusted by a similar number of days via RFP Addendum prior to the submittal deadline.

Table 02: RFP Schedule of Events

| Event | Estimated Date |
|-------------------------------------|--|
| RFP Published | Wednesday, June 3, 2026 |
| Pre-Proposal Vendor Teleconference | Tuesday, June 16, 2026, at 11:00 a.m. CT |
| Deadline for Questions from Vendors | Friday, June 19, 2026 |
| Deadline for Proposal Submissions | Friday, July 10, 2026, at 4:00 p.m. CT |
| Shortlist Vendors Notified | Week of August 5, 2026 |
| Vendor Demonstrations | August 27-28, September 2-3, and September 9-10 2026 |

1.6 Prequalification of Vendors

CTRMA has not employed a prequalification process. No Vendors are either prequalified or precluded from responding to this RFP. Prior to issuing this RFP, CTRMA did publicly issue a request for information to aide in surveying the software marketplace for the availability of solutions that provide one or more functional areas contained in this RFP. The responses received during this request for information process have been used to help inform the planning and decisions for this RFP, and requested high-level information and costs from vendors that responded.

1.7 Minimum Qualifications

In order for Proposals to be evaluated and considered for award, Proposals must be deemed responsive to this RFP as determined in the discretion of CTRMA Evaluation Committee. To be deemed responsive, the submitted Proposal documents shall conform in all material respects to the requirements stated in the RFP, and Proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered in connection with a Proposer’s capability to fully perform all requirements of the RFP include, and may not be limited to:

experience, integrity, reliability, capacity, and other factors required to provide the Services defined by the RFP.

1.8 Questions and Inquiries

It shall be the responsibility of the Proposers to inquire about any portion of the RFP that is not fully understood or that is susceptible to more than one interpretation [prior to the question period closing](#).

- All questions concerning the RFP **must** be submitted via email only, to CTRMA's consulting partner, BerryDunn (Kate Offerdahl-Joyce – kate.offerdahl-joyce@berrydunn.com).
- Questions and answers will be issued in accordance with [Section 1.10 – Amendments and Addenda](#).
- Only questions and answers publicly published through Addenda shall be binding.

Proposers shall not contact other CTRMA staff with any questions or inquiries. Unauthorized contact with any personnel of CTRMA may be cause for rejection of the Proposer's response. The decision to reject a Proposal is solely that of CTRMA.

1.9 Non-Mandatory Pre-Proposal Vendor Teleconference

A non-mandatory Pre-Proposal Vendor Teleconference will be held on Tuesday, June 16, 2026, at 11:00 a.m. CT.

Vendors that are interested in participating in the Pre-Proposal Vendor Teleconference shall contact BerryDunn in writing (kate.offerdahl-joyce@berrydunn.com) to request the teleconference information.

The format of the Pre-Proposal Vendor Teleconference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, Vendors will be able to ask questions related to the RFP or the overall process. CTRMA will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Teleconference, CTRMA will post online the material questions asked and their respective answers in an addendum.

1.10 Amendments and Addenda

All clarifications, corrections, or revisions to this RFP will be documented in an addendum, which will be publicly published to CTRMA procurement website. Only questions and answers in an addendum shall be considered as part of the RFP. CTRMA reserves the right to revise the RFP prior to [the deadline for Proposal submissions](#). Revisions shall be documented in an addendum and publicly published and/or provide via email.

CTRMA will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the close of the question period. Vendors are responsible for monitoring CTRMA website for the periodic posting of addenda prior to the submittal due date.

1.11 Non-Warranty of RFP Information

Due care and diligence has been exercised in the preparation of this RFP and all information herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure to risk and verification of all information herein shall rest solely on those parties making Proposals. CTRMA, its representatives, and its agents shall not be responsible for any error or

omission in this RFP, nor shall they be responsible for the failure on the part of any Proposers or their representatives to verify the information herein and to determine the full extent of that exposure.

2 Project Scope

2.1 Functional Areas

The following table contains the list of functional areas of the desired future systems environment.

Table 03: Functional Areas

| Functional Areas | | | |
|------------------|--|-----|-------------------------------------|
| No. | Functional Area | No. | Functional Area |
| 1 | General Ledger and Financial Reporting | 7 | Capital Assets and Asset Management |
| 2 | Budgeting, Forecasting, and Capital Planning | 8 | Procurement and Sourcing |
| 3 | Project and Program Financial Management | 9 | Contract Management |
| 4 | Accounts Payable | 10 | Workforce Management |
| 5 | Accounts Receivable and Revenue Tracking | 11 | Payroll |
| 6 | Debt, Bond, and Financing Management | 12 | Time and Attendance |

The List of Functional and Technical Requirements/Capabilities contained in **Attachment B – Functional and Technical Requirements/Capabilities** contains the detailed functionality CTRMA requires within each functional area in a future systems environment, as well as general and technical system requirements, and data conversion and interface scope.

The following table contains functional statistics of CTRMA. These statistics are estimates and are provided for planning purposes only.

Table 04: Functional Area Statistics

| No. | Functional Area/Metric | Statistic |
|-----|--|---|
| 1 | General Ledger and Financial Reporting | |
| | Number of Funds | 8 fund types, 77 active funds |
| | Number of Accounts | 592 active accounts |
| | Number of Journal Entries Annually | Average 8,000 |
| | Chart of Accounts Structure | Have approximately 80 funds, and utilize departments, project codes, account, and account description |
| 2 | Financial Narratives | |
| | Accounting: CTRMA's financial statements are reported using an enterprise fund structure that distinguishes between the System and Non-System activities of the Authority. The System includes roadways that have been formally designated as System components, including 183A Toll, 290 Toll, 71 Toll, 45SW Toll, 183 Toll, and 183 managed lane. The Non-System fund includes the MoPac Express Lane. CTRMA also accounts for fiduciary activities, including pension trust and custodial funds. This reporting structure is important to CTRMA's financial management, debt compliance, | |

| No. | Functional Area/Metric | Statistic | |
|-----|---|---------------------|--|
| | <p>capital asset tracking, restricted asset reporting, operating revenue and expense reporting, and long-term financial analysis.</p> <p>CTRMA also maintains trustee-held accounts and restricted cash and investment accounts associated with bond indentures, debt service, construction, renewal and replacement, and other legally or contractually restricted purposes. These accounts require detailed tracking, reconciliation, reporting, and audit support, including the ability to distinguish between unrestricted resources, restricted resources, trustee-held funds, and activity reported by System, Non-System, fund, project, roadway, debt structure, and other CTRMA-defined reporting dimensions.</p> <p>Budget Development: CTRMA develops an annual operating budget through a structured process that begins in late spring and culminates with board approval in early summer. Finance initiates the process by providing guidance, templates, and a baseline roll-forward of prior-year budgets, with departments developing their submissions in Excel, including updates for actuals, baseline services, and new initiatives.</p> <p>Departments submit initial budgets in early April, followed by iterative review, clarification, and multiple rounds of revisions. Finance consolidates these submissions into a master budget and facilitates one-on-one and leadership-level discussions to refine recommendations prior to board approval. Once approved, the budget is entered into Microsoft Dynamics NAV at a summarized level, while detailed tracking of initiatives and line-item activity continue to be maintained outside the system using spreadsheets and supplemental tools. Adobe Sign is used to support routing and approval workflows associated with budget and funding actions.</p> <p>Capital Planning: Capital planning primarily focuses on roadway construction, improvements, and life cycle management. CTRMA maintains a five-year capital improvement plan and works closely with its general engineering consultant (GEC) to support project planning, cost estimation, prioritization, and roadway condition assessments. While the capital plan is formalized annually, planning and estimation activities occur throughout the year, with ongoing evaluation of asset conditions, life cycle needs, and opportunities to extend asset life or defer costs.</p> <p>Capital project tracking, prioritization, and monitoring are supported through a combination of spreadsheets, engineering tools, and external reporting (e.g., Power BI dashboards), rather than being fully integrated within the financial system. Projects are prioritized using a tiered approach, with first-year projects forming the approved capital budget and out-year projects remaining subject to future prioritization and board approval.</p> <p>Tracking and Visibility. Budget development and tracking occur largely outside the financial system, with detailed information maintained in departmental spreadsheets and external tools.</p> | | |
| | Operating Expense (excluding debt service payments) | \$85,350,065 | |
| | Capital Budget | \$41,614,530 | |
| 3 | Purchasing, Bids, and Contract Management | | |
| | Number of Purchase Orders per Year | Average 3,500 | |
| | Number of Bids, RFPs, RFIs, RFQs issued annually | Average 10 annually | |
| | Number of Blanket Purchase Orders per Year | 0 | |
| | Number of corporate cards in use | 5 | |

| No. | Functional Area/Metric | Statistic |
|-----|--|--|
| 4 | Accounts Payable | |
| | Number of Active Vendors | Currently 185 for FY26 |
| | Number of Invoices Submitted for Payment per Year | 3,200 |
| | Number of 1099's issued per Year | 70 |
| | Number of Payments per Year | Approx: 3,300 |
| 5 | Accounts Receivable and Cash Receipts | |
| | General Accounts Receivable transactions per Year | None |
| | Number of Cash Collection Points (including all tender types) | None |
| 6 | Project Accounting and Grant Management | |
| | Number of Active Grants | 0 |
| | Number of Grants Annually | 0 |
| | Number of Active Projects | 60 |
| | Number of Projects Annually | Average 30 |
| 7 | Fixed Assets | |
| | Number of Fixed Assets | 200 |
| | Fixed Assets Classification | CTRMA classifies fixed assets as any purchases over \$5,000. |
| 8 | Human Resources, Personnel Management, and Benefit Administration | |
| | Total Full-time Equivalents (FTE) | 40 (21 Exempt / 14 Non-Exempt) |
| | Benefits Administered | <ul style="list-style-type: none"> • Medical Coverage • Dental Coverage • L-T & S-T Disability • 457(b) & 401(a) • Retirement Plan • Life Insurance • Employee Assistance Plan (EAP) • Health Savings Account (HSA) • Flexible Spending Account (FSA) |
| 9 | Time and Attendance + Scheduling | |
| | Departments using time clocks (current list) | 0 |
| | Departments using time clocks (Future) | 0 |
| 10 | Payroll | |

| No. | Functional Area/Metric | Statistic |
|---|---|-----------|
| | Number of W2's per Year | 40 |
| | Pay Frequency | Biweekly |
| | Number of Employees Paid per Cycle (average) | 40 |
| Human Capital Narratives | | |
| 11 | HR / Payroll: CTRMA currently uses ADP as its payroll system while internally managing HR and payroll administration activities. CTRMA staff maintain employee records, process payroll inputs, coordinate benefit and deduction updates, review payroll prior to completion, and support employee payroll inquiries. ADP supports payroll processing, payroll tax reporting and filing, direct deposit processing, and related reporting activities. | |
| Useful Links | | |
| <ul style="list-style-type: none"> • 2025 Annual Comprehensive Financial Report: https://www.mobilityauthority.com/wp-content/uploads/2025/11/FY-2025-CTRMA-Annual-Comprehensive-Financial-Report-revised_LR.pdf • FY26 Operating Budget: https://www.mobilityauthority.com/wp-content/uploads/2025/07/FY-2026-Operating-Budget_Adopted-06252025_FINAL.pdf | | |

2.2 Alternate Proposals, Partnerships and Proposers of Subsets of Functionality

Alternate Proposals:

- CTRMA will not be accepting alternate Proposals for evaluation.
- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with Section 4 is required in order for CTRMA to accurately evaluate each Proposal independent of the other.

Partnerships:

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Proposers engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor.
- Each Vendor engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.

Proposers of Subsets of Functionality:

As part of this process CTRMA will be allowing Proposers to submit point solutions (best of breed) and encourages Proposers to participate in this process in order to consider and evaluate a range of marketplace offerings.

- CTRMA recognizes that the scope of functionality in this RFP may be met through a combination of systems that specialize on a modular or functional area basis. CTRMA is willing to consider best-of-breed solutions (“point” solutions), subject to certain conditions as outlined in this section.
- CTRMA has a preference on software solutions that provide for the highest level of fit and facilitate the exchange of information between any disparate systems.
- Proposers are encouraged to propose on a subset of functionality if the proposed software cannot provide functionality for all requested modules. Proposers may propose solutions that address a subset of functionality, provided the software is able to address, at a minimum, one of the following areas:

- ii. Debt, Bond, and Financing Management (Tab 7 of Attachment B) – Vendors must also respond to Tabs 1, 15 and 16.

This does not preclude vendors from partnering, or addressing more than one of the above areas but is intended to identify the minimum scope that must be presented in each proposal.

CTRMA will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP and reserves the right to enter into negotiations for one or more proposers in order to achieve a “best-of-breed” solution.

- CTRMA reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP. In the event CTRMA should make awards to one or more competing Proposers, it shall be expected that additional discussion will take place between CTRMA and the Proposers to define requirements and an approach to building an integration or interface between the selected systems. In such instance, CTRMA expects that the Proposers will work together as necessary to develop the necessary integration once one has been identified.

2.3 CTRMA and Project Staffing

CTRMA intends to have functional and technical resources available during Project implementation, though it is noted that CTRMA does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to CTRMA. It is anticipated that some functional leads will serve as the functional lead, or a subject matter expert, across one or more modules – particularly within the financial modules of a future system – during the implementation process.

Staffing considerations are a consideration for CTRMA in terms of both the implementation process as well as supporting the software once in an operations mode. CTRMA will also be supported throughout the implementation by its consulting partner, BerryDunn, who will provide project

management support, assist in guiding CTRMA staff, and coordinate efforts with the selected software and implementation vendor(s).

Vendors are encouraged to submit questions to CTRMA during the RFP questions period to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of CTRMA during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Proposer(s).

Proposers shall clearly indicate in the proposal responses the estimated level of CTRMA resource involvement in the implementation process, in order to allow CTRMA to perform adequate planning. CTRMA will utilize the response to Proposers' Resource Hour Estimates in Attachment A, Tab 3, of Proposals as an input into the staffing plan CTRMA develops, and requests that Proposers clearly articulate estimated staffing considerations in their responses.

2.4 Deployment Model

CTRMA is open to considering various deployment models, and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. CTRMA wishes to evaluate the greatest range of marketplace offerings feasible through this process.

CTRMA recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Proposer's approach to managing upgrades, and technical staffing needs. CTRMA has a strong preference toward a Software as a Service (SaaS) deployment model, but also recognizes that the scope of this opportunity may result in the award to two or more vendors to address all functionality and CTRMA wishes to evaluate the greatest range of available solutions in the market including those that may be locally hosted by CTRMA. As such, CTRMA is open to considering two deployment models in light of the breadth of functionality and available solutions in the marketplace to address those functional areas. CTRMA will consider, in no particular order, the following deployment models:

- a. CTRMA hosted (hosted and managed by CTRMA, perpetual licenses)
- b. Proposer hosted (hosted and managed by the Proposer, perpetual licenses)
- c. Software as a Service (SaaS or subscription-based models)

Cost sheets have been provided under **Attachment C – Cost Worksheets** or pricing each of the deployment models.

This solicitation is not a bid process nor will it follow a lowest-priced responsive Proposal process, but will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e., recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Proposer's shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g., through a partnership or offered by the same company) the Proposer shall clearly indicate in both the technical proposal (Attachment A, Tab 2) and cost proposal (Attachment C) the deployment model for each proposed software product.

CTRMA does not have a preference as to a specific hosting location, but does have a requirement toward the hosting being within the contiguous United States. Vendors are requested to specify the

hosting location in proposal responses, specifically as part of Attachment A, Tab 2 to proposal responses (please see Attachment A for further instruction).

2.5 Number of Users

The following user counts by module contained in the table below are estimates and are provided for planning purposes only. The number of users represents the **anticipated future number of users of a new system**.

- **Departmental (Core/Power) Users:** This category of users includes those CTRMA staff that will interact with the system modules on a regular basis and conduct core business processes within the system as power users. Such generic examples include, but are not limited to: Payroll Clerk, Financial Analyst, System Support Specialist, etc.
- **Customer Department Users:** This category of users includes those CTRMA staff that will interact with the system modules as internal customers by either initiating transactions (e.g., entering a payment or entering a requisition), reviewing/approving transactions (e.g., reviewing leave requests, reviewing requisitions entered by a subordinate), or consuming information (e.g., reviewing departmental budget).
- **Contracted Services/External Partner Users:** This category of users includes those non-CTRMA staff, contracted service providers, consultants, or external partners that may interact with the system modules to support CTRMA business processes. Such generic examples include, but are not limited to: project consultants, contract support staff, technology support providers, or other authorized third-party user.

Table 05: Number of Users

| Number of Users |
|---|
| <p>It is anticipated that some users will use multiple modules, causing overlap in each functional area:</p> <ol style="list-style-type: none"> a. The total number of licensed regular daily users of the system (requiring the ability to add, edit, and view content) using a named-seat basis may be around 45 b. CTRMA anticipates that some contracted services staff, consultants, and external partners may require limited access to the system (requiring the ability to view content) using a named-seat basis may be around 15 c. CTRMA anticipates that all employees (up to 40 during peak seasons) would have access to self-service portal functionality |

2.6 Potential Phasing and Target Live Dates

CTRMA requests that offerors provide potential phase start and target go-live dates in proposal responses per Attachment A, Tab 4. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation. CTRMA anticipates that implementation activities would begin in November 2026. CTRMA would like to target January 2028 as a potential go-live date. CTRMA follows a July 1 – June 30 fiscal year.

2.7 Current Applications Environment

CTRMA’s primary financial management system, Microsoft Dynamics NAV (Navision), supporting GL, AP, financial reporting, and capital asset tracking; the system is currently hosted in an on-premises environment and serves as the core administrative financial platform.

Table 06: Current ERP Functions

| Current ERP Functions | | | |
|-----------------------|--|----|---|
| 1 | Accounting and Financial Reporting | 7 | Purchasing, Bids, and Contract Management |
| 2 | Revenue Accounting and Reporting | 8 | Human Resources and Workforce Management |
| 3 | Budgeting and Forecasting - Operating, Personnel | 9 | Benefits and Compensation Administration |
| 4 | Debt, Bond, and Funding Management | 10 | Payroll and Time Entry |
| 5 | Capital Planning and Project Management | 11 | P-Card and Employee Expense Reimbursement |
| 6 | Accounts Payable (AP) and Vendor Management | | |

Other Major Applications

CTRMA also uses a wide variety of applications to provide capability and functionality in specialized areas. Many of these applications are listed in Table 07. **Identification of any potential future system interfaces is provided in Attachment B to this RFP.**

Table 07: Additional Software Applications

| Additional Software Applications | | |
|----------------------------------|--|--|
| No. | Application | Use/Summary |
| 1 | ADP | Cloud-based payroll and timekeeping platform used to process biweekly payroll, manage employee compensation records, and support workforce time entry and payroll administration |
| 2 | Employee Navigator | Benefits administration platform used to manage employee benefit enrollment, eligibility, and benefits-related reporting in coordination with payroll processing |
| 3 | VueWorks | Asset and work management system used to support roadside maintenance activities, track work orders, and manage operational maintenance workflows associated with roadway infrastructure |
| 4 | Esri (GIS Platform) | Geographic Information System used to support roadway mapping, asset location tracking, and spatial analysis associated with infrastructure and transportation operations |
| 5 | Microsoft Power BI | Business intelligence and data visualization platform used to support operational reporting, dashboards, and analytics across financial and operational datasets; staff reported using Power BI to visualize data from DPS and other systems to support monitoring, reporting, and management insights |
| 6 | Microsoft 365 (SharePoint, OneDrive, Outlook, Teams) | Enterprise collaboration and productivity platform supporting document management, internal communication, file storage, and collaboration across departments |

2.8 Project Management Documentation

The following information establishes the expectation of the minimum level of project management documentation to be provided by Proposers as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Contractor(s) shall develop and provide CTRMA with the following items:

- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
 - Objectives
 - Deliverables and Milestones
 - Project Schedule
 - Resource Management Processes
 - Scope Management Processes
 - Schedule Management Processes
 - Risk Management Processes
 - Quality Management Approach
 - Communication Management Approach
 - Organizational Change Management Approach
 - Status Reporting
- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register

Additional documentation about each Plan may be found in Attachment A, Tab 3, attached to this RFP.

2.9 Budget

CTRMA is committed to funding the one-time and recurring annual costs for the acquisition of the software. CTRMA has established a budget for this project informed in part by the recent Request for Information process, but also intends to use the proposals received through this process to inform the budget development process. CTRMA has performed initial, high-level estimations, for the cloud-based software solution including professional services and recurring maintenance/subscription costs. Recognizing the likelihood of multiple awards as a result of this RFP, a final budget will be programmed based on the results of this RFP and final contract negotiations.

CTRMA is sensitive to the total costs, and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value solicitation, and not a lowest priced bid, opportunity.

2.10 Personnel

All of Contractor's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, CTRMA shall notify Contractor and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Contractor shall remove from the project and replace the Contractor's personnel that CTRMA deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

2.11 Software Upgrades

CTRMA shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. Such upgrades shall be provided at no cost to CTRMA so long as a valid maintenance and support agreement, or if applicable software as a service agreement, is in place.

2.12 Performance Review

The Contractor may be required to meet with CTRMA's Project Manager not less than once per quarter to conduct a performance review of the Contractor. These meetings will be either in person at CTRMA offices, or via teleconference or web-conference. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

3 Proposal Evaluation and Award

3.1 Evaluation Process

The following subsection outlines the intended proposal evaluation process CTRMA has identified. CTRMA reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Proposer, (v) extend the deadline for submission of Proposals, (vi) cancel, in whole or part, this RFP if CTRMA deems it is in its best interest to do so, (vii) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, (viii) award this project in whole or in part to a vendor other than the highest scoring vendor based on the determination of the best overall value and/or fit for CTRMA, and/or (ix) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer. CTRMA may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

- a. **Vendor Shortlist:** CTRMA Evaluation Committee will initially review and evaluate each Proposal received to determine the Proposer's ability to meet the requirements of CTRMA. The evaluation criteria described herein will be the basis for evaluation. The Evaluation Committee will determine the Proposers best suited to meet the needs of CTRMA based on the scoring of the evaluation criteria. These Vendors will form the Vendor Shortlist.
- b. **Vendor Demonstrations:** CTRMA, at its sole discretion, reserves the right to have system demonstrations with those Proposers on the Vendor Shortlist, or any other Proposer. Demonstrations may be conducted at CTRMA offices or via web conference. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations. A Pre-Demonstration Vendor Teleconference will take place for those Vendors that have been shortlisted, and Proposers will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Vendors that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Proposers. The proposed version of the software must be shown, and must not include any software that is under development or in beta testing. Evaluation Committee members will view the demonstrations, and additional CTRMA staff may also be in attendance to observe and provide informal feedback.
- c. **Reference Checks:** CTRMA may employ a process of contacting references provided through Proposers' proposals. This process may include teleconference meetings, web conferences, and in-person meetings with references. CTRMA reserves the right to conduct reference checks at any point in the evaluation process, and to contact other known users of the proposed system(s) beyond just those references provided.
- d. **Best and Final Offer and Request for Clarification:** A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of CTRMA. Such process may be initiated following the identification of the Vendor Shortlist or at any other evaluation process step.

Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in CTRMA’s best interest.

3.2 Clarification and Discussion of Proposals

CTRMA may request clarifications and conduct discussions with any Proposer that submits a Proposal, including requesting additional information. CTRMA reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by CTRMA Evaluation Committee, which will best serve CTRMA business and operational requirements, considering the evaluation criteria set forth below. Proposers shall be available for a system demonstration to CTRMA staff on dates specified in [Table 02](#) or as otherwise requested by CTRMA if selected for system demonstrations. Failure of a Proposer to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. CTRMA reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

3.3 Evaluation Criteria

As described in the preceding Evaluation process sub-section, CTRMA intends to follow a cumulative approach to scoring based on key evaluation activities (e.g., scoring is conducted in a progressive manner, following various steps in the process). CTRMA hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Vendor proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of CTRMA:

3.3.1 Short-List Identification: CTRMA intends to utilize the criteria presented in Table 08 following the Evaluation Team’s review of Proposals.

Table 08: Short-List Identification Criteria

| Criteria | Description | Points |
|---------------|--|--------|
| Functionality | <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The Proposer’s written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution. The ability for the proposed software to integrate with CTRMA systems environment. | 35 |
| Technical | <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> Alignment of the proposed software to CTRMA’s preferred technical specifications. The Proposer’s written response to each Potential Interface. The level of integration among proposed functional areas. | 15 |
| Approach | <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The described approach to implement an enterprise system to achieve CTRMA’s goals and objectives. The alignment of the proposed implementation timeline to CTRMA’s desired timeline. The distribution of implementation tasks among CTRMA and Proposer teams. | 25 |

| Criteria | Description | Points |
|---------------------------|---|--------|
| | <ul style="list-style-type: none"> The proposed resources hours among CTRMA and Proposer teams. The Proposer's approach to key implementation tasks including but not limited to data conversion, testing, and training. The Proposer's planned ongoing support and maintenance services. | |
| Proposer Experience | <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The Proposer's experience delivering the services requested in the RFP. The Proposer's experience with similar implementations for comparable organizations. The Proposer's experience deploying comparable interfaces to CTRMA's related applications. | 20 |
| Proposed Staff Experience | <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The experience of named staff delivering services requested in the RFP. The experience of named staff with similar implementations for comparable organizations. The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization. | 5 |

3.3.2 Finalists Identification: CTRMA intends to utilize the criteria presented in Table 09 following the demonstrations by Short-List Proposers.

Table 09: Finalist Identification Criteria

| Criteria | Description | Points |
|----------------------------|---|--------|
| Functionality Demonstrated | This criterion considers new information learned through Proposer demonstrations including but not limited to the demonstrated user interface and the alignment of demonstrated functionality with preferred business processes. | 30 |
| Technical Capabilities | This criterion considers new information learned through the Technical Discussion as part of Proposer demonstrations as well as other sessions. | 10 |
| Approach Discussion | This criterion considers new information learned through the Implementation Approach Discussion as part of Proposer demonstrations as well as other sessions. | 20 |
| Experience Discussion | This criterion considers new information learned through the Company Overview Discussion as part of Proposer demonstrations as well as other sessions. | 10 |
| Reference Feedback | This criterion considers the feedback received from references related to the Proposer's performance in the implementation including meeting project objectives and timelines, as well as the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing Proposer performance with support and maintenance. | 20 |

| Criteria | Description | Points |
|-----------------------|---|--------|
| Comparable References | This criterion considers the relevance of references related to organization size and location, structure of the organization, entity type (e.g. CTRMA/town/village), comparable scope, similar software version, and deployment model. | 10 |

3.3.3 Cost Point Allocation: CTRMA will evaluate cost proposals based upon this criteria. Cost points will be applied at the timing in the evaluation process as may determined by the Evaluation Team. CTRMA reserves the right to review cost proposals at any stage in the process to ensure pricing is within internal budget planning ranges. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO).

Table 10: Cost Point Criteria

| Criteria | Description | Points |
|----------|--|--------|
| Cost | <p>This criterion considers, as applicable, the price of the software licensing, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Proposers will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers.</p> <p>In evaluating cost, CTRMA may evaluate on a fully loaded ten-year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs; ongoing support and service costs; hardware costs; and associated hardware support costs. CTRMA reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Proposer’s resource estimates as a basis for their calculations.</p> <p>Proposers of point solutions will be compared against other proposals for the respective functional area group.</p> | 50 |

3.4 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of CTRMA. This RFP does not constitute an offer or a contract with any Proposer or other party. CTRMA reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in proposals received, deemed to be in the best interest of CTRMA or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Vendors will be rejected. CTRMA may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. CTRMA further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, CTRMA reserves the right to make one or more awards to competing Proposers for subsets of functionality as a result of this RFP.

CTRMA’s intent through this RFP is to identify both the software solution(s) and the professional services necessary to implement the selected solution(s). However, CTRMA reserves the right, in its sole discretion, to select and procure software solution(s) through this RFP process and pursue some or all related implementation, system integration, or professional services through a separate procurement process, if CTRMA determines such approach is in its best interest.

CTRMA also reserves the right to refrain from making an award if it determines it to be in its best interest. CTRMA reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. CTRMA reserves the right to create a Project of lesser or greater expense than described in this RFP or the Proposer's reply, based on the component prices or scope submitted. CTRMA reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of CTRMA.

3.5 Offer Held Firm

Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 180 calendar days following the date established for receiving bids/proposals. At the end of the 180 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

3.6 Contract Negotiation

After final evaluation, CTRMA may negotiate with the Proposer(s) of the highest-ranked Proposal. If any Proposer fails to negotiate in good faith, CTRMA may terminate negotiations and negotiate with the Proposer of the next highest-ranked Proposal or terminate negotiations with any or all Proposers. If contract negotiations are commenced, they may be held at CTRMA office locations or via teleconference. If contract negotiations are held, the Proposer will be responsible for all of Proposer's costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

3.7 Failure to Negotiate

If the selected Proposer:

1. Fails to provide the information required to begin negotiations in a timely manner
2. Fails to negotiate in good faith
3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
4. If the Proposer and CTRMA, after a good-faith effort, cannot come to terms; then

CTRMA may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest-ranked Proposer. At any point in the negotiation process, CTRMA may, at its sole discretion, terminate negotiations with any or all Proposers.

3.8 Contract Type

The contract resulting from this RFP shall be in form and content satisfactory to CTRMA and shall include, without limitation, the terms and conditions provided for in this RFP and any sample agreement provided by CTRMA, and such other terms and conditions as CTRMA deems necessary and appropriate. The resulting contract from this RFP shall be a not-to-exceed based contract, subject to the Payment Terms identified in Attachment A - Cost Narrative for the various cost types.

The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the financial information software industry. The initial contract price will be based on prices submitted by the Selected Proposer, subject to contract negotiations with CTRMA, and shall remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. A party

proposing a price change in an extension period must notify the other party at least one-hundred eighty (180) days prior to the commencement of any extension period.

3.9 Contract Changes

Written requests for price changes, during the implementation process or thereafter, resulting from a change of scope, as initiated or requested by CTRMA, must be submitted in writing to CTRMA via Change Order. Any increase will be based on the Contractor's actual cost increase only, as shown in written documentation. All Change Order requests must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of CTRMA, (1) the request may be granted; (2) the Change Order may be modified to include a greater, or lesser, scope; or (3) CTRMA and Proposer may continue with the Contract without change. CTRMA will accept or reject all such written requests within ninety (90) days of the date of receipt of Contractor's request for price increase or receipt of proper written documentation, whichever is later.

If a price increase is approved, CTRMA will issue an amendment or change order to the contract specifying the date the increase will be effective. All Services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed. If a price increase is rejected, the Contractor will be notified and, at the option of CTRMA, the Contract may be (1) cancelled and the solicitation may be re-advertised; or (2) continued without change.

All other Contract changes will be effective only on written agreement signed by both parties.

3.10 Contract Approval

CTRMA's obligation will commence only following CTRMA Commission's approval of a Contract and the parties' execution of the Contract. Upon written notice to the Contractor, CTRMA may set a different starting date for the Contract. CTRMA will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by CTRMA.

4 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by Proposers submitting Proposals. Offers that do not comply with all instructions contained herein may be disqualified:

1. **Deadline:** The deadline for Proposal submissions is established in [Section 1.5](#). It will be the sole responsibility of the Proposer to submit its Proposal to CTRMA before the closing deadline.
2. **Email Proposals:** Email submittal of the Proposal Response will be **required**. Please note CTRMA has a 10MB limitation on messages. Proposers may, if required, submit proposals using more than one transmission **so long as** this is clearly indicated in the subject line and body of the emails (e.g. "Vendor ABC Proposal – Message 1 of 2". Please note that ZIP file attachments are not permitted for submission due to security requirements. Proposers shall submit one (1) electronic version of the Technical Proposal, (1) electronic version of the Functional and Technical Requirements, and one (1) electronic version of the Price Proposal to the following email address: Finance-ERP-Procurement@ctrma.org.
3. **Electronic Media Proposal File Formats and Naming:** The following table provides the required file formats and naming conventions for the electronic media files.

Table 12: Proposal Naming and File Formats

| Proposal Section | Recommended File Naming Convention | Required File Format |
|--|---|--|
| Technical Proposal (Inclusive of Attachments A, B, Cost Narrative (inclusive of Proposer's Standard Travel and Expense Policy, and any Appendices) and any Exhibits/Attachments) | "(Proposer Name)" Technical Proposal | All files combined into one (1) searchable Adobe PDF |
| Attachment B – Functional and Technical Requirements | "(Proposer Name) Proposal Response to Attachment B" | To be submitted in Microsoft Excel format, in addition to above PDF format |
| Price Proposal Attachment C – Cost Worksheets | "(Proposer Name)" Price Proposal | To be submitted in Microsoft Excel format |
| Conflict of Interest Attachment D | "(Proposer Name)" Proposal Response to Attachment D | To be submitted in Adobe PDF. |
| Business Opportunity Program ("BOP") And Disadvantage Business Enterprise ("DBE") Participation Attachment E | "(Proposer Name)" Proposal Response to Attachment E | To be submitted in Adobe PDF. |

1. **Amendment of Proposals:** Proposers may amend Proposals prior to the deadline set for receipt of Proposals. In the event an Addenda is issued and a Proposer has previously submitted a Proposal in response to this RFP, the Proposer shall notify CTRMA via email of the need to submit an amendment, and clearly outline the reasons in writing. No amendments will be accepted after the deadline unless they are in response to a request of CTRMA.

2. **Confidential Information:** Proposers shall clearly mark any information or graphics that are considered to be confidential as such within Proposal submissions. Any such designation as confidential shall be specific as to the portions of the proposal deemed confidential by the vendor, and not the entire Proposal response.

4.2 Technical Proposal Organization Guidelines

Proposers are instructed to insert the completed Tab forms (Attachment A – Proposal Response Forms) in the corresponding Tab sections as a part of their response to the Technical Proposal.

CTRMA expects that Proposers will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP. The following table contains the organization guidelines for Proposal responses.

Table 14: Technical Proposal Organization Guidelines

| Proposal Tab No. | Technical Proposal Section |
|-------------------------|--|
| Tab 1 | Company Introduction and Relevant Experience |
| Tab 2 | Software Solution, Data Conversion, Architecture, Security, and Hosting |
| Tab 3 | Implementation Methodology, Key Personnel, Training Plan, and Testing and Quality Assurance Plan |
| Tab 4 | Project Schedule |
| Tab 5 | References |
| Tab 6 | Cost Narrative |
| Tab 7 | Sample Contracts and Warranty |
| Tab 8 | Exceptions to Project Scope and Contract Terms |
| Tab 9 | Please insert the response to Attachment B, Functional and Technical Requirements, following Attachment A in the electronic submittals as a consolidated PDF Technical Proposal. |
| Supplements | Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal in a separately marked “Supplements” tab of the proposal. |

4.3 Content for Tabs 1 – 8

i. Tabs 1 – 8

- i. Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for the Project. Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (Attachment A – Proposal Response Forms) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in Attachment A, Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section. Proposers are directed to Attachment

A, which includes forms, tables, and questions, including the cost narrative that are to be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 8).

ii.Attachment B: Tab 9

- i. Attachment B – Functional and Technical Requirements/Capabilities is an Excel document that provides detailed requirements and capabilities related to software features and functions, as well as potential interfaces and data conversion requirements. This tab is to include Proposer’s response as detailed in Attachment B – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the Proposer. **Proposers are to provide Attachment B in both Excel format, and also in PDF format appended to the responses to Attachment A Tabs 1 – 8.**

iii.Proposal Supplements

- i. Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal.

4.4 Price Proposal

1. The completed Cost Worksheets as contained in Attachment C – Cost Worksheets. Proposers shall not modify the worksheets in any way.

5 Terms and Conditions

CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS

The following terms and conditions apply to this RFP solicitation process and will be incorporated into the resulting contract as applicable. CTRMA expects the resulting contract to include the RFP and proposal response as exhibits.

5.1 Anti-Lobbying Requirement

Except as authorized under this RFP with respect to questions and clarifications, ending on the date CTRMA has executed a contract with the selected Proposer or has terminated this procurement, a Proposer may not directly or indirectly contact a member of the CTRMA Board of Directors (the "Board") or CTRMA's employees, consultants, or contractors performing work for CTRMA concerning the subject matter of this RFP. A list of CTRMA consultants and contractors performing work for this RFP can be found below. Violation of this restriction is grounds for disqualification from consideration. Any contact with CTRMA is to solely be through email as provided in Section 4.1.

CTRMA Consultants and Contractors Performing Work for this RFP.

AtkinsRealis

- Greg Blake
- Amy Aamold
- Brian Gurley
- Josh Pitts
- Matt Johnson
- Shivprakash Iyer
- Soraya Safflicki
- Sasha Soucek
- Beteseb Shibikom
- Debby Harmann
- Carol Fajkus
- Karen Miller
- Michelle Stracener
- Tony Moran
- Zane Reid
- Taylor Burford
- Katherine Anamisis

Troutman Pepper Locke

- Brian O'Reilly

5.2 Right to Waive Irregularities or Defects

CTRMA may, in its sole discretion, waive any irregularities or non-material defects in a Proposal. CTRMA reserves the right to seek clarification of a Proposal from the Proposer or verify information in a Proposal from any other source. CTRMA may, in its sole discretion, reject a Proposer's response should CTRMA be unable to (1) verify information within the Proposal, or (2) verify a Proposer's prior experience in relation to the criteria set forth herein.

5.3 Confidential/Proprietary Information

Any materials submitted by Proposers to CTRMA are subject to the provisions of the Texas Government Code § 552 (the Texas Public Information Act) and any other laws and regulations applicable to the disclosure of documents submitted under the RFP. Except as provided in the Texas Public Information Act, Chapter 370 of the Texas Transportation Code, or any other applicable exemption, all records, documents, drawings, plans, specifications, and other material relating to this procurement shall be subject to disclosure.

Any proprietary information, trade secrets, or confidential commercial and financial information (all such information herein referenced to as the "Confidential Information") which a Proposer believes should be exempted from disclosure may be submitted to CTRMA, provided that said material is specifically identified and clearly marked as "TRADE SECRET" or "CONFIDENTIAL" by the submitting party. Confidential Information shall be submitted in a manner so it is easily segregated from the balance of the Proposal and shall be accompanied by a concise statement of reasons supporting the claim. Blanket or all-inclusive identifications by designation of whole pages or sections containing Confidential Information shall not be permitted and shall be deemed invalid. The submitting party shall be solely responsible for all determinations made by it under applicable laws, and for clearly and prominently marking every page or sheet of materials with "TRADE SECRET" or "CONFIDENTIAL" as it determines to be appropriate. Each submitting party is advised to contact its own legal counsel concerning the effect of applicable laws on the submitting party's own circumstances.

CTRMA will endeavor to advise the Proposer of any request to disclose any Confidential Information to allow the Proposer the opportunity to provide written documentation and arguments to protect such material from disclosure, and/or to seek a court order to protect such material. Under no circumstances, however, will CTRMA be responsible or liable to the Proposer or any other party as a result of disclosing any such labeled materials, whether the disclosure is deemed required by law, by a court order, or occurs through inadvertence, mistake, or negligence on the part of CTRMA or its officers, employees, contractors, or consultants.

The requirements of Subchapter J of the Texas Public Information Act may apply to this RFP, and the selected Proposer agrees that the contract can be terminated if the Proposer knowingly or intentionally fails to comply with a requirement of that subchapter.

5.4 Preclusion of Work

Any entity for which one or more employees, agents, contractors, or subcontractors participated in the drafting or scoring of this RFP, and any team on which any such entity is included as a member shall not be eligible for contract award.

5.5 Protests

All protests relating to the procurement of a Proposer must be made in writing and be received by the Executive Director of CTRMA within five (5) business days of the selection of a Proposer by the Board. Each protest must include the name and address of the protestor (and the Proposer it represents, if different), a statement of the grounds for protest, and all documentation supporting the protest. A decision and response to the protest will be prepared by the Executive Director within a reasonable time after receiving a properly prepared written protest. Any appeal of the Executive Director decision and response regarding a protest must be made to the Board in writing and must be received by the Executive Director of CTRMA, with a copy to the Chairman of the Board, within ten (10) calendar days after the decision and response regarding the original protest are issued. Written appeals shall include

all information contained in the original written protest and any newly discovered documentation supporting the protest that was not reasonably available to the protester when the original protest was filed. Subject to all applicable laws governing CTRMA, the Board's decision regarding an appeal shall be final.

5.6 Conflict of Interest Policies

Proposer must comply with the Conflict of Interest disclosure policies adopted by the Board as sections 101.064 through 101.069 of CTRMA Policy Code, available for review at the CTRMA website: <https://www.mobilityauthority.com/about/policy-disclaimers/code>

All Proposers and team members are required to complete and submit a Conflict-of-Interest Disclosure Statement (attached as Appendix D) if the Proposer or a team member has a current or previous (defined as terminating within 12 months prior to submission of the Proposal) business relationship with any of CTRMA's key personnel. The disclosure shall include information on the nature of the relationship, the status, and the date of termination or expected termination, if known, of the relationship.

This information does not count toward any page limit.

5.7 Business Opportunity Program ("BOP") And Disadvantage Business Enterprise ("DBE") Participation:

The CTRMA is dedicated to its participation in the DBE/HUB program. To help foster the growth of the DBE/HUB program, the CTRMA has established the DBE/HUB participation goal of 15% for the Agreement, however the CTRMA will review and adjust the goal for each work authorization based on specific project assignments. The Proposal must include a statement reflecting the respondent's commitment to comply with the proposed DBE/HUB goal for the Agreement and should identify any innovative approaches or unique outreach used successfully by the Proposer to encourage DBE/HUB participation. Additionally, the Proposal should include evidence of compliance with assigned DBE/HUB subcontracting goals or evidence of good faith efforts to meet the assigned goal, consistent with the requirements set forth in this section and Appendix 5.

Unless otherwise specified in Appendix E, all Proposals shall be in compliance with the CTRMA DBE Policy Statement (§ 401.097) which may be reviewed at: <https://www.mobilityauthority.com/about/policy-disclaimers/code>

Each Proposer shall also include, as an appendix, a signed statement that it has read, understands, and will comply with the policy utilizing the form provided in Appendix E – Business Opportunity Program (BOP) and Disadvantage Business Enterprise (DBE) Certification.

5.8 Indemnification

Vendor shall indemnify, defend, and hold the Central Texas Regional Mobility Authority, Texas, harmless from and against all claims, losses, damages, or costs arising from or in any way related to Vendor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

5.9 Records and Audits

The Consultant shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time, and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under this Agreement and shall be subject to inspection by CTRMA. CTRMA shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of CTRMA to recover excessive and/or illegal payments.

5.10 Incurred Expenses

There is no express or implied obligation for CTRMA to reimburse Proposers for any costs or expenses incurred in preparing Proposals in response to this RFP, and CTRMA will not reimburse Proposers for these costs or expenses, nor will CTRMA pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these Services. CTRMA is not responsible for any cost(s) incurred by a Proposer in preparing and/or submitting a Proposal in response to this RFP. CTRMA will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Respondent's products and Services.

5.11 Authorized Signatures

The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

5.12 Rights to Submitted Material

It shall be understood that all Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and Proposals or referencing information submitted in response to this RFP, shall become the property of CTRMA, and will not be returned. CTRMA will use discretion with regard to disclosure of proprietary information contained in any Proposal, but cannot guarantee information will not be made public. As a government entity, CTRMA is subject to making records available for disclosure.

5.13 Confidential Information

Any written, printed, graphic, electronic, or magnetically recorded information furnished by CTRMA for the Proposer's use are the sole property of CTRMA. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning CTRMA employees, products, services, prices, operations, security measures, and subsidiaries.

The Proposer and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with CTRMA approval, and then only to the extent necessary to perform the work under the contract. These confidentiality obligations also apply to the Proposer's employees, agents, and subcontractors and Proposer shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the Proposer, its employees, agents, and subcontractors will promptly return any confidential information in its possession to CTRMA.

5.14 Waiver of Claims

Each Offeror by submission of a Proposal to this RFP waives any claims it has or may have against CTRMA, and their respective employees, officers, members, directors and partners; CTRMA's Representative and its employees, officers, members, directors and partners; and CTRMA, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Proposers. Submission of proposal indicates Proposer's acceptance of the evaluation technique. Without limiting the generality of the foregoing, each Proposer acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

5.15 Statutory Information

Any contract or agreement resulting from this RFP shall be construed in accordance with the laws of the State of Texas. Any litigation between the parties arising out of, or in connection with, the contract shall be initiated and prosecuted in federal or state court in Travis County, Texas.

5.16 Non-Discrimination Clause

During the performance of the contract, the Contractor and all subcontractors will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor and all subcontractors will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.17 Force Majeure

Neither Party shall be in default by reason of any failure in performance of the resulting contract if such failure is proximately caused by causes beyond their reasonable control and without the fault or negligence of said Party including, without limitation, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions ("force majeure"). If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the cause(s) of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

5.18 Policy Compliance

The Proposer shall, as a condition of being considered for award of the contract, require each of its agents, officers, and employees to abide by any provided CTRMA policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on CTRMA property at all times while performing duties pursuant to the contract. The Proposer agrees and understands that a violation of any of these

policies or rules will constitute a breach of the contract and will be sufficient grounds for immediate termination of the contract by CTRMA.

5.19 Compliance with Federal, State, County, and Local Laws

Proposals must comply with all federal, state, and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the Cosumnes CSD, or the State of Texas, as they may apply, as these laws may now read or as they may hereafter be changed or amended.

5.20 Patents and Copyrights

The successful vendor agrees to protect CTRMA from claims involving infringements of patents and/or copyrights.

5.21 Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.22 CTRMA Property

The use of any and all CTRMA property by Contractor or its agents must be approved in advance by CTRMA.

5.23 Rights of Use

The Contractor agrees that CTRMA will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this contract.

5.24 Ownership of Data and Transition

Any and all CTRMA data stored on the Contractor's servers or within the Contractor's custody is the sole property of CTRMA. The Contractor, subcontractor(s), officers, agents, and assigns shall not make use of, disclose, sell, copy or reproduce CTRMA's data in any manner, or provide to any entity or person outside of CTRMA without the express written authorization of CTRMA.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected vendor shall:

- a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of CTRMA;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as CTRMA may direct, for orderly completion and transition; and
- c. Make available to CTRMA, at no cost, all CTRMA data stored within the system, stored on the Contractor's servers, or within the Contractor's custody, within fifteen (15) days of termination

or CTRMA request. Such data shall be provided in a machine-readable format as agreed-upon by the parties.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, CTRMA shall:

- d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement

5.25 Data Privacy and Security

Contractor shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Contractor shall have and follow a disaster recovery plan. Contractor shall only store and process CTRMA data within the continental United States. If applicable to the Contract, the Contractor shall back up all CTRMA data daily to an offsite hardened facility.