1. **GENERAL**
	1. Lake County (County) is in central Florida, spanning 1,157 square miles, just Northwest of the Orlando metropolitan area. The County is part of the Orlando-Kissimmee-Sanford, Florida Metropolitan Statistical Area (MSA) and is in the Lake-Sumter Metropolitan Planning Organization (MPO) service area for metropolitan transportation planning. The County is growing with a transit system that connects the approximate 390,000 residents in the County’s fourteen municipalities. The County’s public transit service includes urban, suburban, exurban, and rural areas throughout the County.
	2. The County operates a full-brokerage, public transportation system with fixed-route and paratransit services. The Transportation Contractor (TC) provides the daily operations of fixed route and paratransit services, fleet maintenance, and dispatch services. The fixed-route bus system (LakeXpress) travels the County corridors via eight fixed routes using a fleet of sixteen buses, twelve of which operate in peak operations. The paratransit service (Lake County Connection (LCC)) provides eligible residents transportation to a variety of destinations within the County and select medical facilities outside of the County. LakeXpress and LCC currently operate Monday thru Friday with LCC providing Saturday service for dialysis patients. Transfer stations in Leesburg, Clermont, and Eustis facilitate passenger transfers. LakeXpress was enjoying a 6-7% annual growth in ridership leading up to the pandemic but is currently operating near 50% ridership of pre-pandemic numbers.
	3. Table 1. Ridership

|  |
| --- |
| LakeXpress Trips(Fixed Route) |
| Fiscal Year 2018-2019 | 359,528 |
| Fiscal Year 2019-2020 | 262,108 |
| Fiscal Year 2020-2021 | 183,525 |
| Fiscal Year 2021-2022 | 199,138 |

|  |
| --- |
| Lake County Connection Trips(Paratransit) |
| Fiscal Year 2018-2019 | 96,833 |
| Fiscal Year 2019-2020 | 72,069 |
| Fiscal Year 2020-2021 | 50,907 |
| Fiscal Year 2021-2022 | 53,174 |

* 1. Americans with Disabilities Act (ADA) complementary paratransit service is provided consistent with the fixed-route service area and operation. The County serves as the Community Transportation Coordinator (CTC) for the Transportation Disadvantaged (TD) Program. ADA and TD transportation services are provided by the TC using a fleet of 34 medium-duty buses and high-top, lift-equipment vans.
	2. Table 2. Fleet Size and Capital Facilities

|  |  |
| --- | --- |
| Fleet/Facility | Number |
| Vehicles |  |
| Fixed-Route Vehicles | 12 |
| Paratransit Vehicles (LCC) | 34 |
| Capital Facilities |  |
| Lake County Office of Transit Services Administrative facility-Fruitland Park | 1 |

* 1. Current patron bus pass purchases are from the TC, from a variety of public facilities throughout the County, or through an online portal and mailed to the customer.
		1. Bus passes are deposited into a manual farebox when the rider boards the bus.
		2. LakeXpress Partners (Partners) purchase bus passes in bulk from the transit office to distribute to clients.
		3. For fare structure information, including reduced or free fares, visit the LakeXpress website. at www.RideLakeXpress.com/fares.
1. **MINIMUM SYSTEM OPERATIONS**
	1. Contractor shall provide a non-commissioned, touchless fare system (System) for use by riders and community partners of LakeXpress to purchase Virtual Transit Passes (Vpass).
	2. System requires a simple but robust and user-friendly software application that patrons may download at no cost onto a smartphone to purchase Vpasses.
	3. Contractor shall not retain any portion of the fare revenue or charge a premium for a Vpass purchase.
		1. Service pricing shall be an all-inclusive, non-commissioned based fee with no further compensation.
	4. Contractor shall be responsible for all Payment Card Industry (PCI) compliance and back-end processing.
	5. System shall produce a visually verifiable Vpass.
		1. Transit Bus Operator (Driver) will be able to visually verify any boarding pass quickly.
			1. This process is consistent with normal boarding and fare payment process.
		2. Vpass shall contain visual validation security features including animation, ticket availability countdown, and color/picture-of-the-day to prevent fraud.
			1. Results in Vpass ridership recorded and tracked on the on-board farebox equipment by the Driver.
			2. Visual verification to be accomplished without real-time communications between transit bus or backend servers with no additional equipment required.
	6. System shall integrate with RouteMatch, a software-based program for, among other features, existing real-time bus tracking, trip scheduling, and dispatching.
		1. Contractor will provide a list of similar real-time bus tracking, scheduling, and dispatching software that System is compatible with.
		2. If the System does not have an open architecture, it shall be capable of being customized to integrate with other technologies with which it is not currently compatible (2.6.1).
		3. The System should also have the existing capability to timely scale, at the County’s future discretion, for use by riders and community partners of Lake County Connection.
2. **DELIVERY REQUIREMENTS AND ACCEPTANCE.**

The System Shall:

* 1. Include a Vpass application for devices (all operating platforms) allowing patrons to activate and use Vpasses.
	2. Allow drivers to validate Vpasses using existing validation methods.
		1. Vpass must be accepted by onboard system validators identifying the account, product, and bus.
	3. Include patron access via an individual user ID.
	4. Support voice-over accessibility for the blind or visually impaired that meets ADA mobile application standards.
	5. Offer an option supporting public access allowing one to purchase and send Vpasses to another’s phone via text message.
	6. Support flexible options for all fare types offered by LakeXpress.
	7. Include a Partner Portal allowing institutional partners to send Vpasses to a participant’s phone and manage participants’ accounts and, at a minimum:
		1. Allow Partners to send Vpass via text message to patron’s account.
			1. Patron to open, activate, and use Vpass via smartphone application.
		2. Allow Partners’ administrators to manage list(s) of active patrons using a user-friendly interface and via bulk uploads in a standard format (e.g., csv).
		3. Allow LakeXpress to set limits on the number of Vpasses managed by Partners.
		4. The Institution Portal system shall not require Partners’ clients to enter credit card information to create an account or utilize a Vpass.
	8. Include an administrative backend for the County to manage the fare system and gather metrics on revenue, fare usage, and passenger types for institutions and internal analysis. Data collected via an onboard digital scanner/validator may be utilized for National Transit Database (NTD) reporting and service planning purposes.
		1. Data shall be transmitted to the County immediately. Information shall include:
			1. Fare type and customer type
			2. Usage location and time
			3. Bus number
			4. Location of validation
			5. Fare validation, as applicable
			6. Zip Code data
			7. Passes used in third party applications shall generate the same ticket and validation data as Vpasses.
	9. Allow partnering opportunities with employers, colleges, schools, and service organizations for seamless distribution of Vpasses and regular passes in bulk.
	10. Meet the following Mobile Ticketing Specifications / System Requirements:
		1. System allows patron to download and install a mobile application (mobile “app”) on smartphones (all platforms) for free.
			1. Patrons will create an account through a one-time setup process that prompts users for billing information (e.g., credit/debit cards, or other electronic payment methods).
			2. A unique user ID and password will allow the patron to access their account.
			3. Patron will be able to purchase and maintain multiple fare products attached to the account.
			4. Patron will launch the mobile app at the time of travel, select the fare product desired, and activate the Vpass. Activation should be able to occur in an offline mode (i.e., no internet/network access available).
			5. Activated Vpasses will provide a discrete visual indicator to be displayed to the Driver. The visual indicator will be available for a set time period.
			6. Activated Vpasses should have: an interface that enables the Driver to visually identify a valid ticket on the patron’s smartphone (i.e., discrete, local images, fare type, date, and time) (scrolling/animated) as a valid and identifiable proof-of-payment.
			7. All Vpasses will integrate anti-tampering features, such as animation, to prevent fraud, fare evasion, and misuse.
			8. After a set period, the activated Vpass will expire and will no longer be available for use. Expired Vpasses should be easily visually distinguishable from nonexpired ones.
			9. At any time during the use of the System, patrons can access a “help” page with frequently asked questions (FAQs) about Vpasses.
			10. Refunds or chargeback investigations are accomplished without involving the County (i.e., the contractor
			11. refunds the passenger directly).
	11. Have the following financial functionality:

3.11.1 System will accept, at a minimum, major credit cards and debit cards for payment.

3.11.2 Contractor shall be responsible for all third-party back-office functions.

3.11.3 Contractor shall be responsible for compliance with the latest Payment Card Industry (PCI) data and security standards, including all audit and compliance certification activities; and to provide such documentation as requested.

3.11.4 Contractor shall deposit fare revenues into the County’s bank account on a regular basis (i.e., the specific dates/frequency to be agreed upon as part of contract execution).

3.11.5 Contractor shall provide backup documentation for the electronic deposits (i.e., the specific files and methods, such as CSV, excel, or other common file type to be agreed upon as part of contract execution).

3.12 The customer-facing mobile application will have additional useful features including, but not limited, to the following:

3.12.1 The ability to provide mobile ticketing on a shared mobile platform with trip planning functionality.

3.12.2 Capable of integrating with RouteMatch real-time vehicle tracking and estimated vehicle arrival information on the same, shared platform (RouteShout mobile application).

3.12.3 The ability to establish discrete pre-paid fare accounts that are available for the purchase of mobile tickets for employees, students (i.e., contracts with area employers and colleges/schools), LCC (paratransit) users.

3.12.4 The pre-paid accounts have safeguards that protect the purchasing entity from unauthorized use.

3.12.5 The ability for others to “sponsor” a rider, purchase passes, and send passes to the rider’s smartphone.

3.12.6 A “How To” video that can be added to the LakeXpress website; and this video will educate potential users on how the contractor protects their identity and secures their account information.

3.12.7 Easily adoptable marketing materials.

3.12.8 Mapping of use/activation activity.

3.12.9 User-friendly and readily accessible training materials.

3.12.10 An easy-to-use online mechanism for County staff to add, delete, and/or revise fare types and view/update security types and the “ticket-of-the-day.”

* 1. Contractor will provide a web-based tool for use by the County. This web-based tool will consist of a series of dashboards where staff can access and/or update fare types, program, marketing, and user information. The tool will include, but not be limited to, the following functionality:

3.13.1 Access to raw data for all patron transactions using mobile ticketing, including all ticket purchases, uses, and activation, as well as the ability to export these records to an electronic data format such as Comma-Separated Values (CSV) files that can be viewed and analyzed in other database and spreadsheet applications suitable for the Transit Office (e.g., Microsoft Excel).

3.13.2 Available electronic reporting should be able to aggregate and summarize data in daily, weekly, monthly, and year-to-date formats.

3.13.3 A mechanism for accessing individual user accounts and requesting customer mobile ticket reimbursement/refunds.

3.13.4 Monthly updates that segregate all mobile ticketing sales by fare type with total gross sales and net proceeds to Lake County Government.

3.13.5 A mechanism for receiving questions and comments from customers (i.e., “Contact Us”).

3.13.6 Revenue reporting by fare type and net revenue reporting for weekly updates and reconciliation or other frequency as agreed upon in the executed contract.

* 1. The Proposer may include, with pricing, the following optional items:

3.14.1 On-board electronic validation system (validators) for mobile tickets.

3.14.1.1 The electronic validation system will consist of a device installed on LakeXpress buses which registers valid tickets, signals to the operator that a valid ticket is being used, allows for recording of each passenger boarding using a valid mobile ticket, and identifies the specific fare type utilized.

3.14.1.2 Non-valid (expired) mobile tickets would also be recorded, and the operator will be prompted with a clear and distinguishable audible prompt/alert.

3.14.1.3 If this option is exercised, the electronic validator hardware will be installed by the contractor on each revenue vehicle, including spare vehicles. Technical training on troubleshooting would also be provided by the contractor and all costs built into the validator purchase.

3.14.1.4 The electronic validation system will validate pre-paid mobile ticketing accounts and allow for discrete reporting for each account, in accordance with all mobile ticketing specifications, system requirements, additional requirements, etc.

3.14.1.5 The validator is a stand-alone technology system with no integration with other existing on-board technology/operating systems.

3.14.2 Reloadable Smart cards, that have a built-in computer chip, that can be conveniently loaded and reloaded and offers balance inquiry and protection features.

* 1. The below list of technology requirements and specifications do not collectively comprise of all-inclusive list, but rather, simply provides for the framework of expectations the County has of firms that propose to serve our citizens:

3.15.1 The County prefers to go with a cloud hosted solution for the reporting and backend system.

3.15.2 The County prefers that user access to the backend system is done via Single Sign On (SSO) instead of an application specific login. The County supports Security Assertion Markup Language (SAML) based SSO including Azure Active Directory SSO.

3.15.3 Provide proof of Information Technology (IT) controls and best practices as part of the response. A SOC 2 report is preferred. If a SOC 2 is not available, please provide other audits or documentation showing the security controls that are currently in place.

3.16 Contractor shall provide a price proposal to include the following:

3.16.1 Guidance for installation of all fare media equipment

3.16.2 Training courses and manuals

3.16.3 Warranty at no additional cost

3.16.4 Customer support at no additional cost

3.16.5 Software upgrades at no additional cost

3.16.6 Wireless technology solution that allows all systems to communicate, including additional ports for future add-on technology, and free wireless internet access for onboard customers.

1. **COUNTY RESPONSIBILITIES**

4.1 County shall be responsible for drafting the Contract.

4.2 County shall make available, at no cost to the Contractor, information relative to the project that is useful in the performance of this Scope of Services.

4.3 County shall provide prompt notice to Contractor whenever County observes or otherwise becomes aware of any defect in the performance of work under this contract.

4.4 County shall give careful and reasonable consideration to the findings and recommendations of Contractor and shall respond and issue notices to proceed in a timely manner.

4.5 County personnel shall be available on a time-permitting basis, where required and necessary to assist Contractor. The availability and necessity of said personnel to assist Contractor shall be at the discretion of the County.

4.6 County shall perform the responsibilities enumerated at no cost to the Contractor.

4.7 The County’s Project Manager shall be appointed to represent the County in all technical matters pertaining to and arising from the work and performance of this contract. The Project Manager shall have the following responsibilities:

4.7.1 The examination of all reports, sketches, drawings, estimates, proposals, and any other documents provided by the Contractor.

4.7.2 Providing the Contractor written decisions of the County’s approval or disapproval of these documents within a reasonable time.

4.7.3 Transmission of instructions, receipt of information, and interpretation of County policies and decisions with respect to design, materials, and other matters pertinent to the services provided under this contract.

4.7.4 Provide Contractor with prompt written notice whenever the County observes, or otherwise becomes aware of, any defects or changes necessary in the Work.

**5. FURNISH AND INSTALL REQUIREMENTS**

The specifications and statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications or statement of work will not relieve the contractor from furnishing, installing, or performing such work where required for the satisfactory completion of the project. The contractor will also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as necessary.

**6. TRAINING COURSES AND MANUALS TO BE PROVIDED**

6.1 The contractor shall provide a training program regarding the use of the products or services supplied by the contractor in conjunction with this solicitation. The contractor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

6.2 The contractor shall supply the county with comprehensive training manuals which describe the appropriate use of the equipment purchased by the County in conjunction with this solicitation. The manuals will be supplied prior to, or upon, delivery of the equipment. Final payment will be withheld until such time as these manuals are received by the County.

**7. DATA SECURITY**

7.1 With respect to the System and environment the Contractor uses to provide services, including those for data storage and transmission, the Contractor agrees as follows:

7.1.1 Ownership of County Data. Lake County is the owner of its data, data compilations and reports or compilations of its data generated from use of the Licensed Software ("County Data"). Notwithstanding anything to the contrary contained in this Contract, the County shall have the right to use the Contractor's Licensed Software to access and have unfettered use of such data, reports, compilations, or information derived from or resulting from the use of the Licensed Software and/or to generate reports from such data, files or information. Contractor acknowledges and agrees that the County is the owner and custodian of said data, compilations and information whether or not such is electronically retained and regardless of the retention media and that the use of the Licensed Software in relation to such information or data does not in any way restrict County in the County's rights of disclosure of its data and information.

7.1.2 County Proprietary Information. After notification of Contract award and prior to commencement of work, the Contractor shall conduct background screening for all of its employees and approved contractors or subcontractors who provide services to the County or have access to the County proprietary information, including, without limitation, criminal background checks. In addition, the Contractor shall train its employees and approved contractors and subcontractors who handle the County proprietary information on security standards and activities. The Contractor shall take necessary security measures to ensure that the County proprietary information cannot be downloaded to or printed from any devices that its employees, contractors or subcontractors use, including, and without limitation, desktops, laptops, and USB flash drives.

7.1.3 County Data. In storing or processing the County Data, the Contractor shall not comingle the County Data with any data from Contractor’s other clients.

7.1.4 Security Operating Protocols. The Contractor shall employ generally accepted industry security methods and internal security operating protocols to prevent intrusion into the service the Contractor provides to the County or interception of data or communications by unauthorized third parties. Such practices shall include, without limitation: encryption of data for storage and for transmission; firewall protection; password protection; review of firewall logs and intrusion detection notifications daily; and update of virus definitions and security patches on an as-needed basis.

7.1.5 Hosting Provider. The Contractor shall only use servers located in secure facilities in the U.S. and administered by a third-party hosting provider (“Hosting Provider”) to provide services to the County. The Contractor represents and warrants that each Hosting Provider used by the Contractor will cause to be conducted, on at least an annual basis, an SSAE 16 Type II (or equivalent) security audit by a reputable security specialist who shall identify in a written report (a copy of which shall be promptly delivered to the County upon request and which shall be the Contractor’s Proprietary Information) any readily identifiable security vulnerabilities in connection with the applicable Hosting Provider’s services that the Contractor uses and the operating environment thereof.

7.1.6 County Data Location. Except for sending the County Data to the County, the Contractor shall keep the County Data solely in its Hosting Provider’s facility or facilities located in the United States and shall not allow such data to leave such facility or facilities in any form.

7.1.7 Security Breach. Contractor shall have policies and procedures in place for effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance Contractor experiences or learns of that either compromises or could reasonably be expected to comprise County data through unauthorized use, disclosure, or acquisition of County data (“Security Breach”) Contractor shall immediately notify County of its discovery. After such notification, Contractor shall, at its own expense, immediately:

7.1.7.1 Investigate to determine the nature and extent of the Security Breach.

7.1.7.2. Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

Report to County the nature of the Security Breach, the County data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what Contractor has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure.

7.1.8 Backup Materials. The Contractor shall maintain backup servers as well as a complete and current backup copy of the System that the Contractor uses to provide services to the County and the data processed through the System (“Backup Materials”). Backup Materials shall be maintained at a separate physical location located in the United States. If access or use of the service is interrupted, the appropriate backup shall be activated within four (4) hours to minimize disruptions.

1. **OMISSION FROM THE SPECIFICATIONS**

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this contract.

**9. OWNERSHIP OF DOCUMENTS**

All reports, documents, information, presentations, and other materials prepared by the Contractor in connection with this Contract are Lake County’s sole property in which the Contractor has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Contractor by Lake County shall remain the sole property of Lake County, and except for the Contractor’s limited possession for the purpose of carry out this Contract, shall be returned to Lake County at the conclusion of this Contract. Nothing written in this paragraph, however, will be interpreted to forbid the Contractor from retaining a single copy of information for its files.

**10. OWNERSHIP OF COUNTY INTELLECTUAL PROPERTY**

Contractor agrees that all domain names registrations, SSL certificates, personal name SLDs, e-mail addresses, other registrations, and trade names or trademarks that County owns prior to or acquires under this Contract, whether purchased by the County or by Contractor for the specific benefit of the County under this Contract shall be owned by the County with all rights of title, interest, and possession. As such, Contractor agrees that County shall have immediate and unfettered access to and the use and benefit of County’s domain name registrations, SSL certificates, Personal name SLDs, and trade names, trademarks at any time, including upon the termination of this Contract by either party. Contractor further agrees that County’s domain names, SSL certificates, personal name SLDs, trade names or trademarks shall not be used by Contractor or its subcontractors unlawfully or allow unauthorized access to County’s data in County systems or networks.

**11. PATENTS AND ROYALTIES**

11.1 The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.

11.2 Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

11.3 The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

11.4 The Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and

11.5 The Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

**12. PUBLIC RIGHTS / COPYRIGHTS**

12.1 All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor’s office or facility. The contractor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian’s name and telephone number(s) to the Contracting Officer.

12.2 Any copyright derived from any Contract derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County’s use which may include publishing in County documents and distribution as the County deems to be in the County’s best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

1. **RIGHT TO REQUIRE PERFORMANCE**

13.1 The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

13.2 In the event of failure of the Contractor to deliver services in accordance with the Contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

1. **SOC 2 REQUIREMENTS**

14.1 A SOC 2 Type 2 report is required if the proposed solution will hold personally identifiable information (PII) or patient health information (PHI). The report should cover your organization and not just a third party such as your hosting provider. If your product relies on other third-party contractor to handle PII or PHI data, a SOC 2 report from the contractor is also required.

1. **SOFTWARE, HARDWARE, OR OTHER TECHNICAL MAINTENANCE**

15.1 The Contractor shall provide all necessary maintenance on a turnkey basis during the term of the Contract. This may include software, hardware, or other technical maintenance.

**16. SOFTWARE RELEASES/UPGRADES DURING WARRANTY AND TERM OF MAINTENANCE AGREEMENT**

The County shall be entitled to any and all releases of the software and upgraded versions of the software covered in the Contract that becomes available from the successful Contractor at no charge during the warranty period and through the duration of the maintenance agreement period. The maximum charge for any upgrade after the expiration of the warranty period and the software maintenance agreement period shall not exceed the total difference between the cost of the County’s current version and the price at which the Contractor sells or licenses the upgraded software under similar circumstances. If software is customized for the County, the Contractor shall be compensated at an agreed-upon rate.

**17. TERM OR SOFTWARE LICENSE**

17.1 Unless otherwise stated in this RFP, the County expects that the software license(s) identified in the pricing schedule shall be available to the County for purchase or lease on a perpetual basis. However, the County reserves the right to terminate the license at any time, although the mere expiration or termination of the awarded Contract shall not be construed as intent to terminate the license unless specifically so stated.

17.2 CANCELLATION OF A PORTION OF THE PERPETUAL LICENSE SHALL NOT AFFECT THE PERPETUAL LICENSE OF ANY OTHER PORTION OF THE SOFTWARE. ALSO, CANCELLATION OF MAINTENANCE SUPPORT ON SOME OR ALL OF THE SOFTWARE PURCHASED SHALL NOT AFFECT THE PERPETUAL LICENSE OR BE A CAUSE FOR REPRICING OF ANY LICENSE. The County further reserves the right to transfer all rights under the license to another governmental agency to which some or all of its functions are transferred.

**18. THIRD PARTY ACQUISITION OF SOFTWARE**

The Contractor shall notify the County in writing should the intellectual property, associated business, or all of its assets be acquired by a third party and agree that the contract’s terms and conditions, including any and all license rights and related services, will not be affected by any such acquisition. The Contractor must agree that prior to completion of the acquisition, the Contractor shall obtain, for the County’s benefit and deliver thereto, the assignee’s Contract to fully honor the terms of the awarded Contract.

**19. TITLE TO SOFTWARE**

By submitting a proposal, each Contractor represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the awarded Contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

**20. WARRANTY**

20.1 The System, during the term of the Contract and any renewals thereto, is warranted by Contractor to provide the functions, features and capabilities specified and described in the Contract. Contractor further warrants and represents that the System and its software components shall operate together as a whole to perform the functions in the manner specified and delineated in the Contract; and that no other County hardware except hardware provided by County under this Contract or Licensed Software is required to be purchased or installed by County to host the System. County shall be responsible for acquiring and maintaining its own personal computers necessary to access the System. Contractor expressly warrants that each module of the System shall be free from reproducible Defects that cause the System to fail to conform to the operational and performance specifications as set forth in the Contract. Contractor makes the foregoing warranty for the System for a minimum period of one (1) year after Final System Acceptance by County, and for the duration of any maintenance and support agreement covered in by the Contract or incorporated into the Contract for so long as the County pays the annual recurring fee.

20.1.1 Contractor does not warrant that the operation of Licensed Software and its updates will be uninterrupted or error free.

20.1.2 ANY WARRANTIES PROVIDED HEREUNDER SHALL BE VOID IF FAILURE OF THE LICENSED SOFTWARE HAS RESULTED FROM AN ACT OF GOD OR ABUSE OR MISUSE BY THE COUNTY.

20.1.3 EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED. CONTRACTOR DISCLAIMS ANY IMPLIED OR OTHER WARRANTIES NOT OTHERWISE EXPRESSED IN THIS CONTRACT.

20.1.4 Contractor also warrants that the System is free from viruses and/or malicious software which would prevent the System from being operated as described and set forth in the Contract.

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