



**UTA CONTRACT NO. 23-03717**  
**eVOUCHER SOFTWARE APPLICATION**

THIS IT SOFTWARE AND ASSOCIATED SERVICES SUPPLY AGREEMENT (“Contract”) is entered into and made effective as of the date of last signature below. (“Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and KINETECH CLOUD, LLC (the “Contractor”).

**RECITALS**

WHEREAS, on October 31, 2023, UTA received competitive proposals to provide an eVoucher Program and (as applicable) all associated hardware, software, tools, installation services, commissioning and testing services, training and documentation (the “Software and Services”) according to the terms, conditions and specifications prepared by UTA in 23-03717RW v2 (the “RFP”); and

OR,

WHEREAS, UTA desires to award a contract for eVoucher Program to Contractor based on an approved sole source justification; and

WHEREAS, UTA wishes to procure the Software and Services according to the terms, conditions and specifications listed in the RFP (as subsequently amended through negotiation by the parties); and

WHEREAS, the “2023-10-31-Kinetech\_Final\_-\_Response\_UTA\_eVoucher” proposal submitted by the Contractor on or about October 31, 2023 in response to the RFP (Contractor’s Proposal) was deemed to be the most advantageous to UTA; and

WHEREAS, Contractor is willing to furnish the Software and Services according to the terms, conditions and specifications of the Contract.

**AGREEMENT**

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

**1. SOFTWARE AND ASSOCIATED SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor hereby agrees to furnish and deliver the Software and Associated Services in accordance with the Contract as described in Exhibit A (Product Description and Statement of Associated Services) (including performing any installation, testing commissioning and other Services described in the Contract).

2. **TERM**

This Contract shall commence as of the Effective Date. The Contract shall remain in full force and effect until all Software have been delivered and all Services have been performed in accordance with the Contract (as reasonably determined by UTA). Contractor shall deliver all Software and perform all Services no later than September 30, 2025. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. This contract may be extended into the optional Production Period as detailed in Exhibit B if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under the Contract shall at all times be subject to and conditioned upon the provisions of the Contract.

3. **COMPENSATION AND FEES**

UTA shall pay Contractor in accordance with the payment milestones or other terms described in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be invoiced after the Software have been delivered and the Services have been performed. In no event shall advance payments be made.

4. **INCORPORATED DOCUMENTS**

a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Software and Associated Services Supply Agreement (including any exhibits and attachments hereto).
2. UTA's RFP including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Software and Services;
3. Contractor's Proposal including, without limitation, all federal certifications (as applicable);

b. The above-referenced documents are made as fully a part of the Contract as if hereto attached or herein repeated. The Contract (including the documents listed above) constitute the complete contract between the parties.

c. If this procurement is funded by federal dollars, the mandatory FTA terms and conditions contained at Exhibit C will also apply.

5. **ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- UTA Contract including all attachments and terms and conditions
- UTA Solicitation Terms
- Contractor's Bid or Proposal including proposed terms or conditions

Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

**6. LAWS AND REGULATIONS**

Contractor and any and all Software and/or Services furnished under the Contract will comply fully with all applicable Federal and State laws and regulations, including those related to safety and environmental protection. Contractor shall also comply with all applicable licensure and certification requirements.

**7. INVOICING PROCEDURES**

- a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after delivery of all Software and satisfactory performance of all Services. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation including cost and pricing data demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.
- b. Contractor shall invoice UTA after delivery of all Goods and satisfactory performance of all Services. Contractor shall submit invoices to [ap@rideuta.com](mailto:ap@rideuta.com) for processing and payment. In order to timely process invoices, Contractor shall include the following information on each invoice:
  - i. Contractor Name
  - ii. Unique Invoice Number
  - iii. PO Number
  - iv. Invoice Date
  - v. Detailed Description of Charges
- c. Total Dollar Amount Due UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.
- d. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Software or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Contractor under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal to [ap@rideuta.com](mailto:ap@rideuta.com) . Invoices not submitted electronically will shall be paid thirty (30) calendar days from date of receipt by UTA's accounting department.
- e. Invoices must include a unique invoice number, UTA's Purchase Order number, a description of the Good or Service provided, line-item pricing, total amount due, and must be submitted electronically to [ap@rideuta.com](mailto:ap@rideuta.com).

**8. WARRANTY OF SOFTWARE AND SERVICES**

- a. Contractor warrants that all Software (including hardware, firmware, and/or software products that it licenses) and Services shall conform to the specifications, drawings, standards, samples, and other descriptions made a part of (or incorporated by reference into) the Contract. Contractor further warrants that all Software and Services shall be of the quality specified, or of the best grade if no quality is specified, and, unless otherwise provided in the Contract, will be new, and free from defects in design, materials and workmanship.
- b. Contractor warrants that all Software and Services shall be in compliance with applicable federal, state, and local laws and regulations including, without limitation, those related to safety and environmental protection.
- c. At any time for a period of two (2) years from the date that all Software have been delivered and all Services have been performed in accordance with the Contract, Contractor shall at its own expense promptly repair, replace and/or re-perform any Software or Services that are defective or in any way fail to conform to the Contract requirements.
- d. If Contractor fails to promptly make any repair, replacement or re-performance as required herein, UTA may conduct the necessary remedial work at Contractor's expense. Contractor cannot void the warranty for repair, replacement or re-performance performed under these circumstances. Provided that such repair, replacement or re-performance is conducted in a reasonable manner and with workmanship and care consistent with industry standards, Contractor shall reimburse UTA for the cost of any warranty repair, replacement or re-performance self-performed by UTA.
- e. The foregoing warranties are not intended as a limitation but are in addition to all other express warranties set forth in the Contract and such other warranties as are implied by law, custom, and usage of trade. Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to the Contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to the Contract unless otherwise specified and mutually agreed upon elsewhere in the Contract. In general, Contractor warrants that: (1) the Good will do what the salesperson said it would do, (2) the Good will live up to all specific claims that the manufacturer makes in their advertisements, (3) the Software will be suitable for the ordinary purposes for which such items are used, (4) the Software will be suitable for any special purposes that UTA has relied on Contractor's skill or judgment to consider when it advised UTA about the Good, (5) the Software have been properly designed and manufactured, and (6) the Software are free of significant defects or unusual problems about which UTA has not been warned. Nothing in this warranty will be construed to limit any rights or remedies UTA may otherwise have under the Contract.

**9. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, software, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final

acceptance of the Software and Services. UTA shall have full rights and privileges to use and reproduce said items.

To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and contractors.

**10. GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

**11. INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000

- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000
- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim \$1,000,000

Annual Aggregate \$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and any required endorsements are to be sent to [utahta@ebix.com](mailto:utahta@ebix.com) and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [utahta@ebix.com](mailto:utahta@ebix.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured

endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.

- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

**12. OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under the Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any Good or Service is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under the Contract, Contractor shall, at its expense and through mutual agreement between UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's Software and Services such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or claims made or filed against UTA on account of any Software or Services furnished by subcontractors of any tier; and (ii) keep UTA property free and clear of all liens or claims arising in conjunction with any Software or Services furnished under the Contract by Contractor or its subcontractors of any tier. If any lien arising out of the Contract is filed in conjunction with any Software or Services furnished under the Contract, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.
- c. Contractor will defend, indemnify and hold UTA, its officers, agents and employees harmless from liability of any kind or nature, arising from Contractor's use of any copyrighted or un-copyrighted composition, trade secret, patented or un-patented invention, article or appliance furnished or used in the performance of the Contract.

**13. INDEPENDENT CONTRACTOR**

The parties agree that Contractor, in the carrying out of its duties hereunder, is an independent contractor and that neither Contractor nor any of its employees is or are agents, servants or employees of UTA. Neither Contractor nor any of Contractor's employees shall be eligible for any workers compensation insurance, pension, health coverage, or fringe benefits which apply to UTA's employees. Neither federal, state, nor local income tax nor payroll tax of any kind shall be withheld or paid by UTA on behalf of Contractor or the employees of Contractor. Contractor acknowledges that it shall be solely

responsible for payment of all payrolls, income and other taxes generally applicable to independent contractors.

**14. STANDARD OF CARE.**

Contractor shall perform any Services to be provided under the Contract in a good and workmanlike manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated independent contractors (including, as applicable, professional standards of care).

**15. USE OF SUBCONTRACTORS**

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subcontractors.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws

**16. CONTRACTOR SAFETY COMPLIANCE**

UTA is an ISO 14001 for Environmental Management Systems, ISO 9001 Quality and Performance Management, and OSHAS 18001 safety systems Management Company. Contractor, including its employees, subcontractors, authorized agents, and representatives, shall comply with all UTA and industry safety standards, NATE, OSHA, EPA and all other State and Federal regulations, rules and guidelines pertaining to safety, environmental Management and will be solely responsible for any fines, citations or penalties it may receive or cause UTA to receive pursuant to this Contract. Each employee, contractor and subcontractor must be trained in UTA EMS and Safety Management principles. Contractor acknowledges that its Software and Services might affect UTA's Environmental Management Systems obligations. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Software and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA

**17. ASSIGNMENT OF CONTRACT**

Contractor shall not assign any of its rights or responsibilities, nor delegate its obligations, under this Contract or any part hereof without the prior written consent of UTA, and any attempted transfer in violation of this restriction shall be void.

## 18. ENVIRONMENTAL RESPONSIBILITY

UTA is ISO 14001 Environmental Management System (EMS) certified. Contractor acknowledges that its Software and/or Services might affect UTA's ability to maintain the obligation of the EMS. A partial list of activities, products or Services deemed as have a potential EMS effect is available at the UTA website [www.rideuta.com](http://www.rideuta.com). Upon request by UTA, Contractor shall complete and return a *Contractor Activity Checklist*. If UTA determines that the Software and/or Services under the Contract has the potential to impact the environment, UTA may require Contractor to submit additional environmental documents. Contractor shall provide one set of the appropriate safety data sheet(s) (SDS) and container label(s) upon delivery of a hazardous material to UTA.

## 20. SUSPENSION OF WORK

- a. UTA may, at any time, by written order to Contractor, require Contractor to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Contractor shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Contractor's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Contractor for the additional costs or time and modify this Contract by Change Order.

## 21. TERMINATION

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Contractor. If the Contract is terminated for convenience, UTA shall pay Contractor: (i) in full for Software delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subcontractor termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Contractor shall promptly submit a termination claim to UTA. If Contractor has any property in its possession belonging to UTA, Contractor will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Contractor (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subcontractors or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Contractor seven (7) days written notice to cure such default:
  1. Terminate the Contract (in whole or in part) for default and obtain the Software and Services using other contractors or UTA's own forces, in which event Contractor shall be liable for all incremental costs so incurred by UTA;
  2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or

3. Except to the extent limited by the Contract, pursue other remedies available at law.

- c. **CONTRACTOR'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Contractor shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Contractor shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Contractor's final invoice, and shall invoice Contractor for any additional amounts payable by Contractor (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Contractor shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Software and Services furnished by Contractor prior to termination.

## 22. **CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
- A. In the Scope of Services;
  - B. In the method or manner of performance of the Work; or
  - C. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Contractor's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Contractor whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Contractor to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Contractor without such written authority shall be at Contractor's sole risk. Contractor shall not be entitled to rely on any other manner or method of direction.
- c. Contractor shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Contractor based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Contractor must give UTA's Project Manager or designee written notice stating:
- A. The date, circumstances, and source of the change; and
  - B. That Contractor regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Contractor must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Contractor becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Contractor's failure to provide timely written notice as provided above shall constitute a waiver of Contractor's rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Contractor must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Contractor's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

**23. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of the Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of the Contract and/or Contractor's compliance with the Contract. Records shall be retained by Contractor for a period of at least six (6) years, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Contract at any tier.

**24. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials delivered or made available to or prepared or assembled by Contractor or subcontractor under this Contract are considered confidential and shall not be made available to any person, organization,

or entity by Contractor without consent in writing from UTA. If confidential information is released to any third party without UTA's written consent as described above, contractor shall notify UTA of the data breach within 10 days and provide its plan for immediate

mitigation of the breach for review and approval by UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
  - A. Information already in the public domain.
  - B. Information disclosed to Contractor by a third party who is not under a confidentiality obligation.
  - C. Information developed by or in the custody of Contractor before entering into this Contract.
  - D. Information developed by Contractor through its work with other clients; and
  - E. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

**25. PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for

legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

**26. PROJECT MANAGER**

UTA's Project Manager for the Contract is CLINT WILKINSON, or designee. All questions and correspondence relating to the technical aspects of the Contract should be directed to UTA's Project Manager at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-5336.

**27. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for the Contract is RICK WILSON, or designee. All questions and correspondence relating to the contractual aspects of the Contract should be directed to UTA's Grants & Contracts Administrator at UTA offices located at 669 West 200 South, Salt Lake City, Utah 84101, office phone (801) 287-3016.

**28. CONFLICT OF INTEREST**

Contractor represents that it has not offered or given any gift or compensation prohibited by the laws of the State of Utah to any officer or employee of UTA to secure favorable treatment with respect to being awarded the Contract. No member, officer, or employee of UTA during their tenure or one year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.

**29. NOTICES OR DEMANDS**

a. Any and all notices, demands or other communications required hereunder to be given by one party to the other shall be given in writing and may be electronically delivered, personally delivered, mailed by US Mail, postage prepaid, or sent by overnight courier service and addressed to such party as follows:

If to UTA:

Utah Transit Authority

ATTN: Rick Wilson

669 West 200 South

Salt Lake City, UT 84101

[rwilson@rideuta.com](mailto:rwilson@rideuta.com)

If to Contractor:

Kinetech Cloud, LLC

ATTN: Michael Guido

8526 Vidor Ave.

San Antonio, TX 78209

[michael.guido@kinetechcloud.com](mailto:michael.guido@kinetechcloud.com)

- a. Either party may change the address at which such party desires to receive written notice of such change to any other party. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

**30. CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 20. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager CLINT WILKINSON	Five calendar days
Contractor's Project Manager JON LAMB	
UTA's 2 <sup>nd</sup> Level TRACY YOUNG	Five calendar days
Contractor's 2 <sup>nd</sup> Level [To be determined at a later date]	
UTA's 3 <sup>rd</sup> Level VIOLA MILLER	Five calendar days
Contractor's 3 <sup>rd</sup> Level [To be determined at a later date]	

Unless otherwise directed by UTA's Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

**31. GOVERNING LAW**

The validity, interpretation and performance of the Contract shall be governed by the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of the Contract that cannot be solved to the mutual agreement of the parties shall be brought in a court of competent jurisdiction in Salt Lake County, State of Utah. Contractor consents to the jurisdiction of such courts.

**32. COSTS AND ATTORNEY FEES.**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal

**33. UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees that will be not engage in any type of boycott against the State of Israel for the duration of this contract.

**34. SEVERABILITY**

Any provision of the Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of the Contract.

**35. AMENDMENTS**

Any amendment to the Contract must be in writing and executed by the authorized representatives of each party.

**36. FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

**37. NO THIRD-PARTY BENEFICIARIES**

The parties enter in to the Contract for the sole benefit of the parties, in exclusion of any third party, and no third-party beneficiary is intended or created by the execution of the Contract.

**38. ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.

**39. COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

**40. NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

**41. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

**42. SALES TAX EXEMPT**

Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

**43. SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 7, 9, 10, 11, 12, 13, 15, 17, 18, 19, 21, 23, 24, 25, 30, 31, 32, and 40.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed by officers duly authorized to execute the same as of the date of last signature below.

**UTAH TRANSIT AUTHORITY:**

\_\_\_\_\_

Jay Fox

Executive Director

Date

\_\_\_\_\_

Viola Miller

Grants Director

Date

\_\_\_\_\_

Tracy Young

Grants Director

Date

DocuSigned by:  
*Mike Bell*  
70E33A415BA44F6... \_\_\_\_\_

Mike Bell

UTA Legal Counsel

Date 2/20/2024

**KINETECH CLOUD, LLC**

DocuSigned by:  
*Michael Guido*  
DEA939D80A384A4... \_\_\_\_\_

Michael Guido

CEO Kinetech Cloud

Date 2/20/2024

**EXHIBIT A**

**SOFTWARE DESCRIPTION AND STATEMENT OF SERVICES**

**Exhibit A to UTA Contract 23-03717RW**

**Project Specific Information and Scope of Work**

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## 1. Background

The Electronic Voucher (eVoucher) software project is an identified solution to replace administratively burdensome traditional paper voucher programs. Paper voucher programs are open to fraud and abuse due to the inability to prove service has been provided. There is no accountability/proof that the client received a ride and/or the driver provided the client a ride. Currently the payment process is done using paper vouchers that are sent through the mail. This process is lengthy, cost ineffective and cumbersome. The voucher must pass through multiple different departments before a check is sent to the recipient/client.

How a paper voucher program works is a client would go to an organization, for example, a county aging service or local non-profit organization that specializes in helping those who need transportation. Often these organizations either don't do their own transportation or they have limited resources. The organization would then qualify the client and give them vouchers and a set amount of money. This money would then be used to pay a neighbor, friend, or family member to drive the client where they needed to go, i.e. the store, doctors' appointments, church, etc. The driver would then complete the voucher form with their information, the origin and destination addresses, and total mileage. They would then submit the voucher to the organization that qualified the client for a reimbursement. The reimbursement amount would be set by the organization, but typically is either a flat rate or based on mileage. The driver would then have to wait for the organization to process the voucher, print out a paper check, and send the check through the mail. This total process typically takes weeks to complete.

The eVoucher software will be built to streamline the above process by putting all the record keeping into one software. We want to leverage existing cell phone technology to verify the origin and destination addresses as the driver completes the trip for the client. This will be done by GPS data and either a one-time text code sent to the client or, when a text is not an option, the client can sign the driver's smartphone using their finger as verification.

## 2. Purpose

The purpose of this project is to create a fully functional, user-friendly, and comprehensive software solution that meets the needs of UTA and our partners with an eye towards the future.

## 3. Software Overview

The software will have the following features:

- Be entirely online, built in the Software as a Service (SaaS) model and with multi-tenant architecture.
- An agency application. Note: This application will be used by various types of agencies to run the full scope of their voucher programs.
- A customer application that would allow the customer to review their personal information, previous and upcoming trips, and allows the customer to create a new trip.
- A driver mobile application (iOS and Android). This will allow the driver to review all their information related to the voucher program, such as trips, compensation, and clients served, as well as personal information, vehicle information, and bank account information.

- As UTA's infrastructure is primarily Microsoft and Azure based, we would prefer a solution that would fit into our current structure. Though we are open to another solution if the vendor has sufficient justification for a different structure.

UTA will work with the chosen vendor to create a user-friendly interface and site design for all three of the applications needed in the eVoucher system.

#### 4. Core Functionality

The chosen vendor will complete the following items as the core of the eVoucher software.

	Section A	System Overview
	Name	Description of Functionality
1	<i>Technical Requirements</i>	
1.1	<i>Architecture of the software</i>	
1.1.1	Web-Based Application	The system is designed as a web-based solution with different application for agencies, drivers, and clients.
1.1.2	Multi-Tenant / SaaS Model	The system will be designed as a multi-tenant system (that is, multiple clients can share the same server resources, even though their respective data is rigorously segregated). The system must also consider other factors that could pose challenges in a SaaS delivery model such as applicable geographic areas and time zones.
1.2	<i>Design</i>	
1.2.1	Agency Application	The system includes an agency application by which agency staff can access functionality for setting up and administering voucher programs. While the agency application must be responsive, it must be optimized for presentation on a full-size monitor.
1.2.2	Accessibility	All user interface components must be designed for accessibility for those with visual impairments. Accessibility should not be an issue for driver-facing functionality given that drivers will not generally have visual impairments. <i>Note that the user interfaces must follow well-established accessibility practices but need not be formally certified for accessibility compliance.</i>

1.3	<i>Communications</i>	
1.3.1	Email	The system can send a message from one user to another (agency staff, drivers, and clients) via email.
1.3.2	SMS Text	The system can send a message from one user to another (agency staff, drivers, or clients) via text.
1.4	<i>Client Verification</i>	
1.4.1	Client Trip Verification	The system supports one or more mechanisms for tracking or verifying that a driver transported a client from the specified origin to the specified destination and thus shall be reimbursed for the trip. A program agency administrator can specify whether such verification is required and, if so, what verification mechanisms should be used. This verification would be done by using built-in mobile GPS technology.
1.4.2	One-Time Text Code	To support automated verification of the client participating in a trip, the system provides functionality in which the driver indicates that they are picking up a client, the system sends a one-time numeric code to the client's cell phone, and the driver then types the code into the driver app. This process is then repeated at drop off.
1.4.3	Client Verification via client signature	If the client is unable to provide a one-time text code for any reason, the system must have the ability for the driver to opt out of entering a one-time text code and allow the client to use their finger to electronically sign confirming the origin and destination.
2	<i>System Configuration</i>	
2.1	<i>Agency Setup</i>	
2.1.1	Single Agency	A system administrator can configure a deployment of eVoucher to represent a single agency that runs one or more voucher programs. In the process of setting up this

		agency, the system administrator can also create initial user accounts.
2.1.2	Agency Hierarchy	A system administrator can configure a deployment of eVoucher to encompass a hierarchically organized set of agencies. Each agency within the hierarchy can be an oversight agency, a program agency, or both (i.e., an agency that both runs its own voucher program and oversees other agencies that run voucher programs). In the process of setting up agencies within the system, the system administrator can also create initial user accounts for each agency
2.1.3	Geography and Time Zone	A system administrator can configure the relevant geographic area and applicable time zone for an eVoucher deployment.
2.2	<i>Agency User Roles and Permissions</i>	
2.2.1	Agency User Roles	The system includes three roles for agency staff: administrator, manager, and staff. Generally speaking, an administrator user will take the lead on configuring programs and will need to have the most detailed understanding of how the eVoucher system works. A manager user may be tasked with any actions involving executive decisions or approvals, such as allowing a certain amount of funding for reimbursement for a new client. Finally, a staff user will be involved in day-to-day operations of the system, such as enrolling a new client or helping a client find a driver. – <i>UTA will work with the vendor to build the most appropriate user roles that need to be created.</i>
2.2.2	User Role Permissions	The eVoucher system defines a series of “permissions” that correspond to accessing several types of data and functionality within the system. By default, the administrator user role will be able to access all data and functionality within the system—that is, will have a full set of permissions. An administrator user will also be able to specify the subset of system permissions that will be available to users with the role of manager or staff. These settings will be able to vary from one agency to the next. For deployments that involve a

		hierarchy of agencies, the mapping of roles to permissions made by one agency will flow down to lower-level agencies within the hierarchy for convenience, though lower-level agencies can also choose to create their own mapping of roles to permissions rather than adopting the settings from parent agencies.
3	<i>Voucher Program Setup</i>	
3.1	<i>Program and Funding Setup</i>	
3.1.1	Voucher Program	The system allows an appropriately credentialed program agency user to create, edit, or archive a voucher program, a new voucher program or edit or archive an existing voucher program.
3.1.2	Funding Source	The system allows an appropriately credentialed program agency user to create, edit, or archive a funding source, including specification of name, source, and description.
3.1.3	Mapping Funding Sources to Voucher Programs	The system allows an appropriately credentialed program agency user to specify the set of funding sources that are applicable for a given voucher program. This mapping function allows for one-to-one, one-to-many, many-to-one, and many-to-many relationships between program funding sources and voucher programs, depending on the needs and complexity of agency operations. For each funding source associated with a voucher program, the user can enter historical and current funding allocations, keeping track of total amounts, applicable date ranges, and dispositions for each allocation (e.g., amount expended, allocated, pending, or expired). For programs that include multiple funding sources, a user can specify whether there is a preferred order for drawing down funds among these sources—for example, using more restrictive funding sources before less restrictive funding sources when possible, or drawing down funding sources that will expire soon before funding sources that are not yet near their expiration.
3.2	<i>Program and Trip Eligibility</i>	

3.2.1	Trip Purposes	The system allows an appropriately credentialed program agency user to enumerate a list of trip purposes that can be used to determine whether trips are eligible for reimbursement or not (for instance, general medical trip, grocery trip, dialysis, etc.) under different funding sources.
3.2.2	Service Areas	The system allows an appropriately credentialed program agency user to indicate service area boundaries associated with different funding sources or programs.
3.2.2.1	Shape Files	The system allows an appropriately credentialed program agency user to upload a shape file.
3.2.2.2	County Selection	The system allows an appropriately credentialed program agency user to select from listed counties.
3.2.3	Service Locations	The system allows an appropriately credentialed program agency user to create specific service locations (addresses) a set of named points that can be used to indicate trip origins and/or destinations that may be used to help determine whether a trip is eligible for reimbursement under different funding sources.
3.2.3.1	Service Location Address Form	The system allows an appropriately credentialed program agency user to enter in a service location address using a form. This form would include Name, Street Address, City, State, and Zip Code
3.2.4	Client Eligibility Rules	The system allows an appropriately credentialed program agency user to create questions that can be used to determine client eligibility under different funding sources,
3.2.4.1	True / False Questions	The system must allow for creation of true/false questions.
3.2.4.2	Multiple Choice	The system must allow for creation of questions that involve selecting from a set of possible responses.

3.2.4.3	Numeric Response	The system must allow for creation of questions that involve a numeric (real or integer value) response.
3.2.4.4	Age Requirement	The system must allow for creation of the ability to indicate an age requirement.
3.2.4.5	Upload Documents	The system must allow for an appropriate user to upload documentation to verify any of the above requirements.
3.2.5	Client Eligibility for Funding Source	The system allows an appropriately credentialed program agency user to select the eligibility questions and answers that determine whether a client is eligible for reimbursement from a specified funding source. The selection of multiple questions will, by default, be interpreted as “or” relationships. The user can also explicitly link multiple questions together for an “and” relationship. This allows, for example, an eligibility test structured as: A or B or (C and D). For reimbursement programs that include multiple funding sources, it is possible for a client to be eligible for one source of funding but not for another.
3.2.6	Trip Eligibility for Funding Source	The system allows an appropriately credentialed program agency user to specify rules governing whether a trip would be eligible for reimbursement under a given funding source. This can be based on some combination of trip purposes, service areas, service locations, and time and day of trip.
3.3	<i>Driver Reimbursement</i>	
3.3.1	Driver Reimbursement Rates	<p>The system allows an appropriately credentialed program agency user to specify reimbursement rates for the program. These may optionally include a minimum amount, a maximum amount, and a variable amount that scales trip miles. Miles would be based on Google maps, not actual miles driven.</p> <p>There can also be variations in the reimbursement rate based on whether the</p>

		client share portions of the trip with any other clients.
3.3.2	Option to Receive Reduced Reimbursement	The system allows an appropriately credentialed program agency user to specify whether, when a client is running out of funding, the system must alert the driver and let the driver choose whether they are willing to provide the ride at a reduced reimbursement rate or instead wish to decline the trip.
4	<i>Financial Transactions</i>	
4.1	<i>General Financial Transaction Capabilities</i>	
4.1.1	Execute Financial Transactions	<p>The system can trigger the execution of financial payments between stored accounts. This includes making a payment from an agency to a driver, and potentially making a payment from a client to either a program or to a driver.</p> <p>The vendor will work with UTA in determining the most appropriate financial transaction company. The vendor will then be responsible for making the system work with the chosen vendor/company.</p> <p>The eVoucher system will not hold any account information for either the agency, customer, or driver. The system will only show the transactions that were made.</p> <p>The eVoucher system will allow the agency, client, or driver to update their information when needed. The system will do this using an API to the chosen vendor's application.</p>
4.2	<i>Entering Account Information</i>	
4.2.1	Entry of Agency Account Information	The system allows an appropriately credentialed program agency user to enter or update all financial accounts and credential information needed to facilitate automatic payment to drivers on completion of trips.
4.2.2	Entry of Driver Account Information	The system allows an appropriately credentialed program agency user to assist a personal or pooled driver in setting up or updating an online

		<p>financial account via which the agency can provide payment to the driver as reimbursement for rides provided.</p> <p>The system will also allow drivers to update their own information in the mobile (iOS / Android) driver application.</p>
5	<i>Client Enrollment and Management</i>	
5.1	<i>Client Enrollment</i>	
5.1.1	Agency Entry of Client Information	<p>The system allows an appropriately credentialed program agency user to enter a prospective client's information and eligibility criteria as part of the intake process.</p> <p>The system allows an appropriately credentialed program agency user to review the initial intake information and associate the client with one or more voucher programs and one or more funding sources within each voucher program. For each funding source that the client is associated with, the user can specify: (a) an initial allocation of reimbursement funding with expiration date; (b) approved trip types for the client; and (c) approved trip origins or destinations for the client, such as a trip from their home. Note that items (b) and (c) are optional and would add further restrictions to any trip eligibility criteria already associated with the funding source in general.</p>
5.2	<i>General Client Management</i>	
5.2.1	Agency Review of Client Trips	The system allows an appropriately credentialed program agency user to view a list of previously completed trips along with a list of any planned upcoming trips for a selected client.
5.2.2	Agency Update of Client Program Information	The system allows an appropriately credentialed program agency user to update a client's program enrollment information such as approved trip types, origins, and destinations.

5.2.3	Agency Ability to Suspend or Deactivate a Client	The system allows an appropriately credentialed program agency user to deactivate a client or temporarily suspend a client.
5.3	<i>Client Funding Management</i>	
5.3.1	Agency Review of Funding Status	The system allows an appropriately credentialed program agency user to review current funding information, including amount allocated, amount spent, amount remaining, and expiration date for a selected client. The system can also show when the funding is expected to run out based on the client's recent trip patterns.
5.3.2	Manual Update of Client Funding	The system allows an appropriately credentialed program agency user to manually update a client's allocation of reimbursement funds and expiration date.
6	<i>Driver Enrollment and Management</i>	
6.1	<i>Driver Enrollment</i>	
6.1.1	Agency Entry of Driver Information	The system allows an appropriately credentialed program agency user to enter enrollment information for a driver, including name, address, phone, driver's license, details for any vehicles that may be used to transport a client (make, model, year, mileage, etc.), languages spoken, and answers to any questions that the agency will look at to judge qualification. A pooled driver, with a process that may include photo capture along with another document upload. This process may also include uploading scanned documentation and photos. If the program has been so specified, the driver may be confirmed as enrolled upon completing this process; otherwise, the driver's application will be queued for subsequent agency review by a user with appropriate permissions for reviewing and approving or rejecting new driver applications.
6.2	<i>General Driver Management</i>	
6.2.1	Agency Review of Driver Trips	The system allows an appropriately credentialed program agency user to select a driver and

		review a list of prior completed trips for the driver, along with amounts reimbursed, as well as a list of upcoming trips that the driver has agreed to provide.
6.2.2	Agency Ability to Suspend or Deactivate a Driver	The system allows an appropriately credentialed program agency user to deactivate a driver or temporarily suspend a driver.
7	<i>Setting Up Trips</i>	
7.1	<i>Setting Up an Individual Trip</i>	
7.1.1	System Validates Trip Eligibility	When a new trip is created, the system will check whether the trip will qualify for reimbursement (based on program settings, as well as client profile information) and flag any violations that would prevent reimbursement.
7.1.2	System Validates Sufficient Funds	When a new trip is created, the system will compute the expected reimbursement for the trip and determine whether the client has sufficient remaining funds. If not, the system will also check whether the client has set up an account to pay any excess reimbursement, or whether the program has been configured to allow for balance overruns. If none of these are true, then the system will warn the trip creator that there are insufficient remaining funds for the planned trip, and that for that reason a driver might not choose to accept the trip for reduced reimbursement. (See 3.3.2 as reference)
8	<i>Completing Trips and Payments</i>	
8.1	<i>Processing Payment</i>	
8.1.1	Computation of Reimbursement	<p>The system will compute the amount owed to the driver for each completed trip. This computation will take into consideration whether any portion of the trip for one client was shared with another client (based on recorded sequence of pickups and drop-offs) and apply a reduced rate if applicable.</p> <p>The computation will only include the distance calculated by Google Maps or similar mapping</p>

		function. This amount will not be calculated based on actual miles driven.
8.1.2	Automated Driver Payment	The system will automatically pay the computed reimbursement to a driver after the trip has been completed.
8.1.3	Agency, Client, and Driver Bookkeeping	After paying a driver for a completed trip, the system will update information about the total amount of funding paid and trips served for the program, information about the total number of trips served and reimbursements received for the driver, and information about number of trips taken and available reimbursement balance for the client. If the program has been so specified, the reimbursement account for the client may be allowed to go into negative if the client has exhausted their available funding.
9	<i>Agency Reports</i>	
9.1	<i>Summary Reports</i>	
9.1.1	Summary Reporting General	The system supports summary reporting for appropriately credentialed program agency users, clients, and drivers. As a general rule, summary reports involve aggregating and summarizing data which can then be presented in tables or charts. Many of these reports will also enable users to specify how the underlying data must be filtered, categorized, and aggregated. The availability of different agency reports may be contingent on a staff member's user role and the permissions that have been attached to that role.
9.1.2	Summary Reports for Agency Staff	The summary reports available for in the system for agency staff include: <ul style="list-style-type: none"> <li>• Client List Summary Report</li> <li>• Client Rides by Program Report</li> <li>• Driver List Summary Report</li> </ul>

		<ul style="list-style-type: none"> <li>• Driver Rides by Program Report</li> <li>• Program Funding Report</li> </ul> <p>Ride Purposes by Program Report</p> <p>1099 Report (See 9.1.3 for reference)</p> <p>UTA will provide chosen vendor with report requirements and examples.</p> <p>If any additional reports are needed, they will be completed on an ad hoc basis.</p>
9.1.3	1099 Report Information	To assist an agency in preparing 1099s, the system can generate a list of drivers within a program and the amount that each driver received in reimbursements over a calendar year. Subject to IRS guidance, this amount can be differentiated between cost reimbursement and any amount above and beyond cost reimbursement which would be treated as income.
10	<i>Action Tracker Log (ATL)</i>	
10.1	<i>General Structure</i>	
10.1.1	ATL Framework	<p>The system provides “action tracker log” functionality to enable audit trail reviews for key elements within the system. This actional tracker log records a series of actions performed on different data elements or entities tracked within eVoucher, such as a client, a driver, or a trip. For each action, the tracker records the date and timestamp of the action, the nature of the action, and the user who performed the action. Pursuant to HIPAA requirements, the action tracker log may also record the viewing of any personal health-related data stored within the system.</p> <p>The ATL must be a searchable / filterable page within the Agency application. The user must be able to search / filter based on date, client, driver, agency employee.</p>

10.1.2	ATL for Clients	The system tracks information relevant to client users, including creation, approval, updates to profile, password resets, updates to financial account information (if applicable), trips completed and updates to funding balance, low funding alerts, and additions or changes to personal driver assignments.
10.1.3	ATL for Drivers	The system tracks information relevant to driver users, including creation, approval, updates to profile, password resets, updates to financial account information, personal driver assignments, trips completed, payments received, driver requirement alerts (e.g., pending expiration of driver's license), and driver requirement updates.
10.1.4	ATL for Trips	The system tracks information relevant to trip records, including creation, edit of trip details (from, to, way points, round trip, date, time, purpose), driver assignment, driver request, driver poll request, driver decline assignment, driver accept assignment, trip cancelled, trip completed, trip reimbursement rate computation, completed trip approved for payment by agency staff (if applicable), and reimbursement paid.
11	<i>Driver Application</i>	
11.1	<i>Driver Application Information</i>	
11.1.1	Driver Mobile Applications	The system includes a driver mobile app for both iOS and Android platforms, via which drivers can access functionality such as accepting or declining to provide a ride, reviewing upcoming rides, setting their availability, and updating any required documentation such as a scan of a renewed driver's license. The driver app that assists drivers in recording the completion of trips, including verifying that the passenger was present at the pickup and drop-off (as a fraud deterrent).
11.1.2	Driver Entry of Enrollment Information	When a driver is invited to enroll in the system (by a client, or by agency staff) through an email link to the mobile app, the mobile app allows

		the new driver to enter requested information such as name, address, phone, driver's license, details for any vehicles that may be used to transport a client (make, model, year, mileage, etc.), languages spoken, and answers to any questions that the agency will review to judge qualification. This process may also include the ability to upload scanned documentation and photos. If the program has been so specified, the driver may be automatically confirmed as enrolled upon completing this process; otherwise, the driver's application will be queued for subsequent agency review and approval.
11.1.3	Driver Update Information	The mobile app allows a driver user to update their own personal information over time as needed, including changes to name, phone, address, photo, languages spoken, and vehicles used.
11.1.4	Driver Review of Trips	The system allows a driver to review a list of prior completed trips, including amounts reimbursed, as well as a list of upcoming trips that the driver has agreed to provide.
11.1.5	Driver Cancels Trip – They Create	A driver can cancel an upcoming trip that they created on behalf of the client. A driver cannot, however, cancel a trip they did not create (e.g., a trip that the client created).
11.1.6	Driver Cancels Trip	When necessary, a driver can select a planned trip from their upcoming queue and cancel the ride – that is, indicate that they are no longer available to serve the ride. This will remove the ride from their queue and alert the client and agency that it will be necessary to find a different driver for the ride. If it was the driver who initially entered the trip, as described in a separate requirement, then the trip will be removed from the client's list of planned rides as well.
11.1.7	Driver Selects Trip to be Completed	When a driver is ready to serve a trip, they can select the trip from their queue within the driver app and bring up details including trip origin and destination (along with any way points, and whether trip is one-way or round trip), targeted

		pickup and drop off times, and any relevant additional notes about the client or the trip. Note that if shared rides are allowed in the system, then the driver may have more than one active trip at a time.
11.1.8	Driver Verifies Client Pickup and Drop-off	The system provides a one-time text code to the client's mobile phone or if that is not an option the customer can sign using their finger, via which a driver can confirm that the client is present at both the beginning and ending of a trip so as to deter fraudulent claims for reimbursement. In the event of a group trip, the driver performs these actions for all of the clients receiving a ride.
12	<i>Customer Application</i>	
12.1	<i>Customer Application Information</i>	
12.1.1	Customer Application	The system includes a client application via which clients can access functionality such as requesting a ride, viewing a history of past rides they have taken, or checking their remaining balance. It is not assumed that all users will choose to make use of the client application—some clients, for example, may rely on either their driver or on agency staff to set up rides. The application is available, however, to clients that wish to interact with the system directly.
12.1.2	Customer Review of Trips	The system allows a client user to review a list of previously completed trips along with a list of any planned upcoming trips.
12.1.3	Customer Creation of Trip	A client user can plan a future trip including origin, destination, day, time, and trip purpose. The ride may include layovers and may be designated as either one-way or round trip.

## 5. Additional Functionality

UTA would like the vendor to complete the following additional functionality. This functionality will greatly expand the current usage of the software. UTA will discuss with the vendor on how to best implement these items. UTA would like this section to be priced separately.

<i>General Features</i>		
	Name	Description
14.1	Creation of open API structure	eVoucher must have an open API structure to allow the ability to use the software system to pay for external fares.
14.2	External Fare Payment	
14.2.1	Public Transit Fares	The ability to use eVoucher to pay for a public transit fare. Specifically, for UTA but we would like the system to be built with an option to allow any public transit fare.
14.2.2	Transit Networking Company (TNC) Fares	The ability to use eVoucher to pay for TNC fares, this would include UBER, Lyft, and VIA among others.
14.2.3	Taxi Fares	The ability to use eVoucher to pay for a taxi fare.
<i>Agency Application</i>		
	Name	Description
15.1	Dashboard of pertinent information.	<p>The items that agency staff can choose to add to their dashboard include:</p> <ul style="list-style-type: none"> <li>• Total project funding, allotted funding, spent funding, unallotted funding, unspent funding</li> <li>• Funding and spending history, including projected exhaustion of funding</li> <li>• Trip statistics, including trips served, number of unique individual trips, number of drivers, average trip distance, number of one-way trips, number of round trips, number of multi-stop trips, and number of shared rides</li> <li>• Client statistics, including total number, number of current/active</li> <li>• List of trips requiring approval (if applicable)</li> <li>• List of completed trips requiring payment approval (if applicable)</li> <li>• List of new clients requiring approval (if applicable)</li> <li>• List of clients nearing exhaustion of funds</li> </ul>

		<ul style="list-style-type: none"> <li>List of drivers requiring updates to driver requirements</li> <li>Additional items as specified in FTA grant application</li> </ul>
15.2	Ability for the user to choose their preferred language of the software.	All functionality must support the ability of users to select their own preferred language. This must be quoted for English and Spanish.
15.3	Create different user roles. These roles would have different permission sets.	The eVoucher system defines a series of “permissions” that correspond to accessing several types of data and functionality within the system. By default, the administrator user role will be able to access all data and functionality within the system—that is, will have a full set of permissions. An administrator user will also be able to specify the subset of system permissions that will be available to users with the role of manager or staff. These settings will be able to vary from one agency to the next. For deployments that involve a hierarchy of agencies, the mapping of roles to permissions made by one agency will flow down to lower-level agencies within the hierarchy for convenience, though lower-level agencies can also choose to create their own mapping of roles to permissions rather than adopting the settings from parent agencies.
15.4	Late Cancellation Policy	The system allows an appropriately credentialed program agency user to specify policies to apply in the event of a late cancellation or no-show. This may include partial or full debiting of the reimbursement amount for payment to a driver along with possible suspension of client in the case of repeated late cancellations.
15.5	Alerts for diminished client funding	The system allows an appropriately credentialed program agency user to specify whether clients, drivers, and/or agency staff must receive alerts of diminished funding for a program client. The system also allows the credentialed program agency user to specify how the alerts would be delivered: by text, by automated phone message, by email, and/or by in-app message.
15.6	Triggering client funding alerts	The system allows an appropriately credentialed program agency user to set up rules triggering when low funding alerts are sent. These alerts can be based on threshold values or comparisons of the following factors: remaining allotted funds for the client (as a percentage of the initial allotment or in

		absolute terms); remaining time to the next point at which the agency will allot more funds (as a percentage of the current overall allotment period or in absolute terms); average frequency of client trips, and average cost of client trips. In cases where clients provide their own payment accounts—either because they are expected to contribute to the cost of each trip or because they are required to cover any reimbursement account overruns—the notification rules can also involve checking whether the client payment accounts are either invalid (e.g. in the case of a cancelled credit card) or running low on funds (e.g. in the case of a debit card).
15.7	Timing and frequency of client funding alerts	The system allows an appropriately credentialed program agency user to specify, for each notification rule, the timing and frequency with which corresponding alerts must be delivered. For example, the agency can specify that the alert would only be sent one time, when the issue is first detected, or alternatively that the alert would be sent on a recurring basis (e.g. weekly) as long as the issue persists.
15.8	Message content for client funding alerts	The system allows an appropriately credentialed program agency user to specify, for each notification rule, separate message templates for the alerts sent to clients, to drivers, and to agency staff, as applicable.
15.9	Client covers own overspending	The system allows an appropriately credentialed program agency user to specify whether clients would be able to exceed their allotted funding for trip reimbursements if they provide their own funding mechanism to cover the difference.
15.10	Client Payment Request	If the client is expected to contribute to the cost of each ride, or alternatively if the client has exhausted their available reimbursement budget and is expected to pay for any additional amount, then the system on behalf of the agency will initiate a payment request to the client's payment account to cover any amount owed.
15.11	Agency User entry of client account	The system allows an appropriately credentialed program agency user to assist a client in setting up or updating an online payment mechanism (e.g., credit card information) via which the client can pay any partial or full trip reimbursements as applicable (e.g. if client overruns their funding allotment).

15.12	Entering a completed ride after the fact	The system allows an appropriately credentialed program agency user to retroactively fill in a completed trip that was initially recorded on a paper form. This includes entering the client, the driver, the origin, any intermediate layover points, the destination, day of travel, approximate time of arrival and/or departure for the origin, destination and waypoints, and estimated total distance. The purpose is to allow a driver to still receive reimbursement if the trip was not set up in advance, and the agency wishes to allow this deviation from standard practice.
15.13	Additional Reports to be determined by UTA	The system supports detailed reporting for appropriately credentialed program agency users, clients, and drivers. As a general rule, detailed reports will be focused on listing and grouping of individual records in data tables and will be suitable for exporting to Excel. Users are able to set certain filters on the data (e.g., just show trips that occurred in December of 2020) and may also be able to choose which data elements to include in an export (e.g., include a client's name, but not their birthdate). For agency staff users, the availability of different reports may be contingent on the user's role and the permissions that have been attached to that role.
15.14	<i>Notifications</i>	Add the ability to have notifications within the UI.
15.14.1	Assign Notifications to Staff	Research the ability to assign specific notifications to staff. UTA can work with the vendor to determine specific notifications required.
15.14.2	No driver notification	Create a notification for when a trip does not have a driver assigned to it. UTA will work with vendor on how best to implement this.
15.14.3	Low Funding Notification	Create a notification for when a client reaches a specific amount of funds in their account. The agency must be allowed to set this at the agency level, not per client. UTA will work with vendor on how best to implement this.
15.15	Edit Agency Information	The system allows an appropriately credentialed agency user to enter, review, and update information about the agency such as name,

		address, phone number, website, and branding elements (colors, logos, etc.).
15.16	User Management Screen	The system allows an appropriately credentialed agency user to access a user management console in which it is possible to create a new user or edit or delete an existing user for the agency. The system allows each user to be associated with one or more user roles for the agency.
15.17	Audit trail log (ATL)	<p>The system provides “audit trail log” functionality to enable audit trail reviews for key elements within the system. This audit trail log records a series of actions performed on different data elements or entities tracked within eVoucher, such as a client, a driver, or a trip. For each action, the tracker records the date and timestamp of the action, the nature of the action, and the user who performed the action. Pursuant to HIPAA requirements, the audit trail log may also record the viewing of any personal health-related data stored within the system.</p> <p>The building blocks of this have already been put into the system, the following are items that need to be added to the log.</p>
15.17.1	ATL UI	<p>Currently the ATL only shows in a text format without any way of filtering or searching for data. UTA would like to have a UI built that would allow a user to search for:</p> <ul style="list-style-type: none"> <li>• Date Ranges</li> <li>• Users</li> <li>• Clients</li> <li>• Drivers</li> </ul> <p>UTA will work with vendor to determine what other items would be needed when filtering out the data.</p>
15.17.2	ATL for agency	The system tracks information relevant to an agency within the eVoucher system, including creation of agency and edits of agency profile.
15.17.3	ATL for program	The system tracks information relevant to a voucher program within the eVoucher system, including

		creation of program, edit of program configuration information, edit of financial account information, and updates to program funding allocations.
15.17.4	ATL for agency users	The system tracks information relevant to agency users, including creation, editing of profile information, password resets, modification of user roles, and deactivation.
15.17.5	ATL for clients	The system tracks information relevant to client users, including creation, approval, updates to profile, password resets, updates to financial account information (if applicable), trips completed and updates to funding balance, low funding alerts, and additions or changes to personal driver assignments.
15.17.6	ATL for drivers	The system tracks information relevant to driver users, including creation, approval, updates to profile, password resets, updates to financial account information, personal driver assignments, trips completed, payments received, driver requirement alerts (e.g., pending expiration of driver's license), and driver requirement updates.
15.17.7	ATL for trips	The system tracks information relevant to trip records, including creation, edit of trip details (from, to, way points, round trip, date, time, purpose), driver assignment, driver request, driver poll request, driver decline assignment, driver accept assignment, trip cancelled, trip completed, trip reimbursement rate computation, completed trip approved for payment by agency staff (if applicable), and reimbursement paid.
15.18	Roll-up oversight reporting	The system allows an appropriately credentialed oversight agency user to generate management reports with consolidated information from multiple program agencies that fall under the purview of the oversight agency within the agency hierarchy. This capability covers all relevant reports that an individual program agency has access to (see next section for list), but with the additional ability to filter, aggregate, and subtotal results by program agency and by funding source.
	<i>Customer Application</i>	

	Name	Description
16.1	Dashboard Information	Similar to B.1 with information specific to the client.
16.2	Client entry of payment information	The system allows a client to set up their own online payment mechanism (e.g., credit card information) via which they can pay any partial or full trip reimbursements as applicable (e.g. if client overruns their funding allotment).
16.3	Client review of funds	The system allows a client to review current funding information, including amount allocated, amount spent, amount remaining, and expiration date. The system can also show the client when the funding is expected to run out based on the client's recent trip patterns.
16.4	Client cancels a trip	A client can cancel an upcoming trip that they have planned. When the trip is canceled, the system will notify the driver and, if so configured, the agency as well. If the remaining time until the trip is less than the late cancellation cutoff time specified by the agency, then the client will be warned of any penalties that may apply (such as reimbursing the driver even though the ride is cancelled) before confirming the cancellation.
16.5	Client assigns personal driver	A client can select their personal driver (or one of their personal drivers) when entering in a planned trip. This will trigger a notification to the driver that the client has requested a ride.
16.5	Report of prior trips	A client user can create a detailed report that lists all trips they have taken over a specified period of time (e.g., show all trips taken over the past year).
16.6	Client application notifications	Add the ability to have notifications within the UI.
16.6.1	No driver notification	Create a notification to the client via email, text, and in application notification that the client has an upcoming trip that has no driver associated.
16.6.2	Low funding notification	Create a notification to the client via email, text, and in application notification that the client is running low on funding. This notification would be based on the threshold set by the agency (B.17.3)

16.6.3	Client cancels trip – Agency notification	Create a notification to the agency via email and/or in application notification that the client cancelled a trip. This would only apply to trips that the agency creates for the customer.
16.6.4	Client cancels trip – Driver notification	Create a notification to the driver via email, text, and/or in application notification that the client cancelled a trip.
16.6.5	Ability for the user to choose their preferred language of the software.	All functionality must support the ability of users to select their own preferred language. This must be quoted for English and Spanish.
	<i>Driver Application</i>	
	Name	Description
17.1	Native mobile applications	Use existing driver application to create native mobile applications for Apple iOS and Android
17.2	Driver application dashboard	Similar to 14.1 with information specific to the driver.
17.3	Driver application notifications	Add the ability to have notifications within the UI.
17.3.1	Driver cancels trip – Agency notification	Create a notification to the agency via email and/or in application notification that the driver cancelled a trip. This would only apply to trips that the agency creates for the customer.
17.3.2	Client cancels trip – Client notification	Create a notification to the client via email, text, and/or in application notification that the driver cancelled a trip.
17.3.3	Driver removes themselves from trip – Agency notifications	Create a notification to the agency via email and/or in application notification that the driver has removed themselves from a trip. This would only apply to trips that the agency creates for the customer.
17.3.4	Driver removes themselves from trip – Customer notifications	Create a notification to the client via email and/or in application notification that the driver has removed themselves from a trip.
17.3.5	Ability for the user to choose their preferred language of the software.	All functionality must support the ability of users to select their own preferred language. This must be quoted for English and Spanish.

## 6. Optional Functionality

The following functionality must be priced separately and depending on budget UTA would like to see this functionality added to the eVoucher system.

	<i>Agency Application</i>	
	Name	Description
18.1	Type of drivers included	The system allows an appropriately credentialed program agency user to specify the type of drivers that will be used within the voucher program. Options include personal drivers (i.e., when a driver is associated with a specific client), pools of volunteer drivers. A program may include more than one of these types of drivers.
18.2	Driver requirements	The system allows an appropriately credentialed program agency user to specify any information or credentials that must be stored and maintained for personal drivers or for pooled drivers within the system, including information about how often the requirement must be updated. For a program that includes both personal and pooled drivers, the system allows for specifying different requirements for the two different types of drivers. (This would only apply to agencies who have a pool of drivers that they qualify)
18.3	Driver application questions	The system allows an appropriately credentialed program agency user to specify any questions that should be posed to prospective drivers as part of the application process. These will be included as part of the application, and agency staff can review answers provided by the prospective drivers as part of the approval process. (This would only apply to agencies who have a pool of drivers that they qualify)
18.4	Review and approve drivers	The system allows an appropriately credentialed program agency user to specify whether a new driver user account must be reviewed and approved before the driver can begin to transport clients and receive reimbursement. (This would only apply to agencies who have a pool of drivers that they qualify)
18.5	Multi-Client trips	The system allows an appropriately credentialed program agency user to specify whether the program includes the option of multi-client trips, in which a driver takes multiple clients from the same origin to the same destination.

18.6	Agency covers client overspending	The system allows an appropriately credentialed program agency user to specify whether a client that is running out of funding will be allowed to overspend their allotment, with the agency temporarily covering the shortfall until the client receives their next funding allotment. If this is allowed, the agency staff can also specify the maximum amount of deficit spending that will be allowed for each client.
18.7	Driver geographic availability	The system allows an agency employee to specify or update the geographic area within which a driver is willing to provide rides. This can initially be implemented as specifying a radius around the driver's address; as a potential subsequent enhancement, the system could allow the employee to draw the geographic area of service on a map. (This would only apply to agencies who have a pool of drivers that they qualify)
18.8	Driver hourly availability	The system allows an agency employee to specify the days and times during which a driver is generally available for rides, and also to override the general availability pattern on specific days as needed (for example, a driver who is regularly available on Wednesdays from 8 am to 5 pm might indicate that they are only available from 1 pm to 5 pm on Wednesday of the coming week). An agency employee can also indicate periods when the driver will be unavailable due to vacation or other planned absence. (This would only apply to agencies who have a pool of drivers that they qualify)
18.9	Driver requirements for clients	The system allows a driver user to specify requirements that may apply to any clients they serve, such as no smoking or eating in the vehicle. (This would only apply to agencies who have a pool of drivers that they qualify)
18.10	Assigning pool drivers to client	For programs in which there is a pool of drivers, and each client is assigned to one of these drivers, the system allows an appropriately credentialed program agency user to request that a selected pooled driver accept an assignment to serve as a personal driver for a particular client. This will result in sending a request notification to the driver.
18.11	Agency reviews driver availability	To assist clients in finding a driver when needed, an appropriately credentialed program agency user can

		review driver availability during a specified time window and geographic area. The system shows all drivers and the periods during which they are generally unavailable, available but already serving another trip, and available and not yet serving another trip. (This would only apply to agencies who have a pool of drivers that they qualify)
18.12	Agency requests driver for trip	An appropriately credentialed program agency user can select an upcoming ride for a client and request a pooled driver to provide the trip (the agency user may first wish to call the driver to confirm that they can take the trip). This will trigger a notification to the driver that they have been requested to provide a ride for a client. (This would only apply to agencies who have a pool of drivers that they qualify)
18.13	Agency receives a response to driver request	The system notifies the agency when a driver either accepts or rejects a trip request made by agency staff on behalf of a client. If the driver request is rejected, the agency can try requesting a different driver, or can submit a poll request to multiple drivers, or can suggest to the client to try finding a different day or time for the trip. (This would only apply to agencies who have a pool of drivers that they qualify)
18.14	Recurring Trips	The system allows an appropriately credentialed program agency user to specify whether clients, drivers, or agency staff can set up recurring trips (e.g., a trip to the doctor that occurs each Monday). If recurring trips are allowed, an appropriately credentialed agency user can also specify the rolling window period during which upcoming trips will be instantiated and loaded into the upcoming trips list for clients and drivers.
18.15	Existing client requests connection to existing driver	If the program involves personal drivers, then an existing client can request to have an existing driver serve as one of their personal drivers (even in a program with personal drivers, a driver can be a personal driver for more than one client). This will result in sending a request notification to the driver.
18.16	System validates recurring trip eligibility	When a client enters the details for a new recurring trip, the system will check whether the trip will generally qualify for reimbursement (based on program settings, as well as client profile)

		information) and flag any violations that would prevent reimbursement.
18.17	Agency sets up recurring trip for client	An appropriately credentialed program agency user can set up a recurring trip request on behalf of a client. This will include origin, destination, day, time, and trip purpose. The trip may include layovers and may be designated as either one-way or round trip. The status of this recurring trip will remain pending until a driver has accepted a request to serve the trip on a recurring basis.
18.18	Creation of recurring trips	Once a recurring trip has an assigned and confirmed driver, the system will automatically instantiate occurrences of the trip within the specified rolling window for recurring trips. These will be populated to the client's and the driver's queues of upcoming trips.
18.19	Agency reviews driver availability for recurring trip	To assist clients in finding a driver for a recurring trip when needed, an appropriately credentialed program agency user can review driver availability during a specified set of days and time windows (e.g., Monday and Tuesday afternoons). The system will then show the agency user what drivers are regularly available (based on drivers' geographic and temporal availability settings, plus any other recurring trips that the driver might be committed to) to serve a recurring trip during one or more of the specified days and time windows.
18.20	Agency requests driver for recurring trip	An appropriately credentialed program agency user can request a pooled driver to serve a recurring trip (the agency user may first wish to call the driver to confirm that they can take this assignment). This will trigger a notification to the driver that they have been requested to provide a recurring ride for a client.
18.21	Agency receives response to driver recurring request	The system notifies the agency when a driver either accepts or rejects a recurring trip request made by agency staff on behalf of a client. If the driver request is rejected, the agency can try requesting a different driver, or can submit a poll request to multiple drivers, or can suggest to the client to try finding a different recurring day and time for the trip.
18.22	Agency alerted of recurring trips with no driver	Subject to program configuration, the system notifies appropriately credentialed agency staff when a

		planned recurring trip for a client does not yet have a confirmed driver. This notification occurs once a specified amount of time has passed after the request was made and/or once the amount of time remaining until the first occurrence of the trip is slotted to begin is less than a specified amount of time (e.g., within 48 hours).
18.23	ATL for recurring trips	The system tracks information relevant to recurring trip records, including creation, edit of recurring trip details (from, to, way points, round trip, date, time, purpose), driver assignment, driver request, driver poll request, driver decline assignment, driver accept assignment, driver cancel prior assignment, trip occurrence instantiated, and recurring trip series ended/cancelled.
	<i>Client Application</i>	
	Name	Description
19.1	Client receives notification related to driver request	The system notifies the client when a driver either accepts or rejects a trip request from the client or a trip request made by agency staff on behalf of a client. If the driver request is rejected, the client may try requesting a different driver, submitting a pool request to multiple drivers, or calling the agency for help in finding a driver. (This would only apply to agencies who have a pool of drivers that they qualify)
19.2	Client sets up recurring trip	If the program configuration allows it, a client can set up a recurring trip request. This will include origin, destination, day, time, and trip purpose. The trip may include layovers and may be designated as either one-way or round trip. The status of this recurring trip will remain pending until a driver has accepted a request to serve the trip on a recurring basis.
19.3	Client assigns personal driver to recurring trip	In a program with personal drivers, a client that creates a new recurring trip can assign their personal driver (or one of their personal drivers) to be the driver for the recurring trip. This will trigger a notification to their driver, and the assignment will remain pending until the driver accepts the recurring trip.
19.4	Client receives response to driver recurring request	The system notifies the client when a driver either accepts or rejects a recurring trip request made by

		the client, or a recurring trip request made by agency staff on behalf of a client. If the driver request is rejected, the client can try requesting a different driver, or can submit a poll request to multiple drivers, or can call the agency for help in finding a driver.
19.5	Client alerted of recurring trip with no confirmed driver	Subject to program configuration, the system notifies a client when one of their planned recurring trips does not yet have a confirmed driver. This notification occurs once a specified amount of time has passed after the request and/or once the amount of time remaining until the first occurrence of the trip is slotted to begin is less than a specified amount of time (e.g., within 48 hours).
	<i>Driver Application</i>	
	Name	Description
20.1	Driver updates requirements	The system allows a driver to update any requirements or certifications, including uploading any necessary scanned documentation.
20.2	Create pending driver alert in driver app	The system would notify a driver through the driver mobile app that a trip is available to the pool. It would allow the driver to select yes or no. (This would only apply to agencies who have a pool of drivers that they qualify)
20.3	Driver queue of recurring trips	A driver user has a queue of recurring trips for which they have already accepted to be the driver, or alternatively have been requested but not yet accepted. The latter are marked as provisional assignments.
20.4	Driver receives recurring trip request	A driver user can receive a request to serve a recurring trip from either the client or from agency staff on behalf of a client. The request is added to the driver's queue of recurring trips but marked as provisional.
20.5	Driver responds to recurring trip request	After receiving a request to serve a recurring trip, a driver user can either accept or reject a request. If the driver accepts the request, the recurring trip will remain in their upcoming queue and be marked as accepted. At the same time, any trip occurrences for the recurring trip that should occur within the rolling

		<p>window for instantiating recurring trips will be created and added into both the driver's and client's queues of upcoming trips. If the recurring trip is rejected, then it will be removed from the driver's queue. The acceptance or rejection of the recurring trip will also be communicated to the client and agency as applicable.</p>
20.6	Driver cancels an occurrence of a recurring trip	<p>When necessary, a driver user can select a specific occurrence of a recurring trip (e.g., for next Tuesday) that has been instantiated within the rolling window recurring trip from their list and cancel that occurrence. That results in removing the trip occurrence from the driver's list of upcoming trips and notifies the client and the agency, as applicable, that it will be necessary to find a new driver for that occurrence. The overall recurring trip assignment for the driver remains, however, and new occurrences for the recurring trip involving the driver will continue to be created within the rolling window.</p>
20.7	Driver cancels out of a recurring trip entirely	<p>When necessary, a driver can select and cancel out of a recurring trip entirely. When executing this action, the driver will be asked whether to simply discontinue creating new occurrences of the trip going forward, or to also cancel any existing occurrences of the recurring trip that have already been instantiated within the rolling window. If the former, the system will remove the recurring trip from the driver's list of recurring trips and notify the client and agency, as applicable, that it will be necessary to find a new driver for the recurring ride. If the latter, the system will also remove the instantiated occurrences of the trip from the driver's queue and notify the client and agency, as applicable, that it will be necessary to find a new driver for those occurrences of the recurring trip.</p>
20.8	Driver requests cancelled upon recurring trip cancellation	<p>When a client or agency cancels a trip for which there is an outstanding direct driver request or open trip request, the outstanding request will also be cancelled.</p>

## 7. Other Deliverables

1. eVoucher User Manuals. These must be a PDF that is linked within the eVoucher software.

- a. Agency Application
  - b. Customer Application
  - c. Driver Mobile Application
    - i. Android
    - ii. iOS
2. Virtual trainings for UTA and pilot partner agencies. These must be recorded and made available to UTA for future use.

## **8. Hosting, Support, and Pilot**

The chosen vendor will be expected to host and support the software during the development and the demonstration pilot. UTA will work with the chosen vendor to determine the most appropriate hosting environment.

UTA would require that the chosen vendor be available from 5 am to 8 pm MST to correct any issues that may arise during the pilot period. UTA would require a contact name, email address, and phone number of the best person to help resolve issues during that time.

The system will need to be set up as multi-tenant / Software as a Service to allow multiple agencies to use the software without seeing the data of the other.

UTA is requesting a pilot with previously chosen partners for (6) months. This pilot will include the full use of the software including financial transactions.

## **9. Future Hosting and Support**

In addition to hosting and support during the pilot demonstration, UTA would like a separate quote on hosting and support for an additional three (3) years with options for years four (4) and five (5).

UTA would require that the chosen vendor be available from 5 am to 10 pm MST to correct any issues that may arise. UTA would require a contact name, email address, and phone number of the best person to help resolve issues during that time.

Included in the hosting and support UTA would look to add additional agencies to the eVoucher system. UTA would like a quote on the cost of adding these agencies in the following ranges:

- Flat rate regardless of the number of agencies added.
- Adding 1-5 agencies.
- Adding 6-10 agencies.
- Adding 11-15 agencies.
- Adding 15+ agencies.

## **10. Security Requirements**

1. Data Protection and Privacy: The proposed solution must comply with all applicable federal and

state data protection and privacy laws, including but not limited to HIPAA, PCI-DSS, CCPA, and any other laws governing the protection of personal identifiable information (PII) and health-related data. The system must ensure that all PII and health-related data are collected, processed, and stored in a secure manner, with appropriate access controls and encryption methods in place.

2. Multi-tenant Architecture: The proposed solution must be a multi-tenant solution, with each entity that utilizes the services having their own separate cloud instance to prevent the potential of one entity's data being accessed by another entity. The system must ensure that tenant data is segregated, and there is no co-mingling of data between tenants.
3. Access Controls: The proposed solution must implement strong access controls to ensure that only authorized personnel can access the system and data. The system must support role-based access control (RBAC), and two-factor authentication (2FA) for all users, including administrators and service providers. The system must also enforce password complexity rules and regular password changes.
4. Encryption: The proposed solution must ensure that all sensitive data, including PII, banking, and credit card information, are encrypted both in transit and at rest. The system must use industry-standard encryption methods, such as AES-256, to protect data.
5. Data Backup and Recovery: The proposed solution must have a robust backup and recovery mechanism to ensure that data is not lost in the event of a disaster or system failure. The system must perform regular backups and have a recovery plan in place that can restore data within a reasonable amount of time. The Contractor/Supplier shall test the contingency/DR plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the Agency(ies) to ensure limited system downtime when testing is conducted. At least one (1) annual test shall include backup media restoration and failover/fallback operations at the DR location. The Contractor/Supplier shall send the Agency(ies) a notice of completion following completion of DR testing. Such contingency and DR plans shall be available for the Agency(ies) to inspect and practically test at any reasonable time, and subject to regular updating, revising, and testing throughout the term of the Contract.
6. Data Ownership: All data entered into the proposed solution shall remain the sole property of the respective agency(ies). The Contractor/Supplier shall not use the data for any other purpose than providing the services specified in the contract. The Contractor/Supplier shall ensure that all data entered into the system is adequately protected from unauthorized access or disclosure. The proposed solution must provide an option for the agency(ies) to export their data in an industry-standard, non-proprietary format upon request. The Contractor/Supplier must provide instructions and tools to facilitate the export of the data. Additionally, the Contractor/Supplier must provide a mechanism for importing the data into a replacement system in the event of termination of the contract or expiration of the contract term. Respondents to this RFP must provide a detailed explanation of how their proposed solution meets these data ownership requirements, including the tools and procedures for exporting and importing data.
7. Auditing and Logging: The proposed solution must have robust auditing and logging mechanisms in place to track all system and user activities. The system must log all access and changes to data, including who accessed it, when, and what changes were made. The system must also have the capability to generate reports based on audit logs.
8. Datacenter Location: The proposed solution must operate only in data centers located within North America to ensure compliance with applicable laws and regulations.

## 11. Miscellaneous

- The chosen vendor will ensure that the entirety of the eVoucher software system meets all ADA standards, using the guidelines set by <https://www.w3.org/>.
- Vendor will provide an hourly rate for any other related modifications approved by UTA but not included in the functional requirements.
- Vendor must include a project kick-off meeting to be held with key UTA personnel and vendor project team. This would be done virtually unless otherwise agreed upon.
- UTA would like the vendor to include a quote with and without the future hosting and support option.

## Exhibit B to UTA Contract 23-03717RW

UTA is actively pursuing and will continue to pursue additional funding for this project. At the time of executing this contract, UTA only has funding for the Items marked in green, namely Core Development as detailed in Section 4 of the RFP, Additional Development as detailed in Section 5 of the RFP, six (6) months of Hosting and Support cost for the Pilot Period. UTA has partial funding for some items detailed in Section 6, and will at a later date issue a change order for specific items detailed as Optional in Section 6. If UTA is successful in securing additional funding and the Pilot is successful, it is the intention to issue a change order to extend this Contract into Production for a total term of this contract not to exceed 5 years.

Invoicing Terms shall be as follows:

Invoice 1 will be sent on the Effective Date for \$60,000 to cover the software and hosting costs for development and the pilot period.

Invoices for development services shall be monthly beginning one month after the Effective Date for the actual time and materials used for that month.

When the pilot period begins, the invoice for support for the 6-month pilot period will be sent with the development service bill for that month.

Exhibit B to UTA Contract 23-03717RW	
BAFO Pricing Sheet	Kinetech Option 1
	Cost
Line Item	
Core Development Total. <i>These are all items in section 4 of the RFP.</i>	\$ 544,350.00
Additional Development Total. <i>These are all items in section 5 of the RFP</i>	\$ 89,550.00
Optional Development Total. <i>These are all items in section 6 of the RFP</i>	\$ 68,760.00
Software Documentation Costs	\$ -
Training Video Costs / Development	\$ -
Deployment Costs	\$ -
Any other costs	\$ -
<b>Total</b>	<b>\$ 702,660.00</b>
Hosting Costs for a 6 month pilot period	\$ 60,000.00
Support costs for a 6 month pilot period	\$ 22,000.00
<b>Total</b>	<b>\$ 82,000.00</b>
<b>Optional - Production Fees (Annual)</b>	
Software fees	\$ 125,000.00
Hosting fees	\$ 30,000.00
Standard- Kinetech Pro SLA 8 Hour Support Window	\$ -
Optional - Extended Support hours - Kinetech Pro SLA Support Fee 15 hour support window	\$ 52,500.00

<b>Option Details</b>	<b>Option 1</b>
Dev & Pilot Cloud	Mendix Cloud
Production Cloud	Mendix Cloud
Mobile App	Native mobile for drivers
	PWA for clients & admin

The Total Not-to-Exceed Price for the base period of performance from the contract effective date through September 30, 2025 is \$715,900.00. This includes all items or services shown in green above. Any additional items or services shown in yellow or gold above may, in UTA's discretion, be added by Change Order.

**EXHIBIT C**

**MANDATORY FEDERAL TERMS AND CONDITIONS**

**SEE DOCUMENTS**

**Federal Transit Administration Required Clauses UPDATED 10-20-23 mlb**

**Required Federal Certificates and Assurances updated 4-5-23 mlb**

**See attached Document**

**Exhibit C Signed\_Federal\_Forms\_\_Certifications\_updated\_6-12-23\_mlb.docx.pdf**

**U T A**   
**REQUEST FOR PROPOSALS**  
Part 5 – Forms

**See attached Document**

**Kinetech\_declaration.pdf**