

**RFP ADDENDUM #1**

Date of Addendum: March 7, 2022

**NOTICE TO ALL POTENTIAL RESPONDENTS**

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

**PROPOSAL SUBMITTAL DEADLINE**

The Proposal submittal deadline has been changed as noted herein, and modifies the deadline stated in the RFP. The new Proposal submittal deadline is 4:00 PM Pacific Time on Thursday, April 7, 2022.

**1.0 – RFP**

Item	Section	Description of Change
1.2	Procurement Schedule	The deadline for questions has been changed to the following: March 17, 2022
1.4	Proposal Submissions	<p>Revise this section as indicated below in underline (added text):</p> <p>“Proposals are to be submitted electronically via email to Kristen Mazur, Senior Planner at kmazur@yctd.org before the submission deadline. The YCTD email system does not accept attachments larger than 10 MB. If your proposal is near this size or greater, please <u>provide a secure download link to the proposal via email or</u> mail two USB drives containing your proposal to:</p> <p>Microtransit Technology Platform RFP #22-01 Yolo County Transportation District Attn: Kristen Mazur, Senior Planner 350 Industrial Way Woodland, CA 95776</p> <p><u>Email submissions or</u> USB drives must be received before the submission deadline.”</p>

1.7	Evaluation and Selection Process	Revise the paragraph below as indicated in strikethrough (deleted text) and underline (added text):  “YCTD will appoint an Evaluation Committee to evaluate all proposals submitted for this project. To be acceptable, proposals shall not be more than <del>15</del> <u>30</u> pages <u>single-sided</u> using twelve (12) point or greater font size. The total pages does not include the table of contents, cover letter, price proposal or required forms.”
Attach A	Price Proposal	Add the following statement to the top of Attachment A, Price Proposal Form:  “Proposers can submit supplemental price information in additional cost breakdown sheets as needed.”

## 2.0 – QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.

The following questions and answers only include responses to questions received through the date of the pre-proposal conference on February 24, 2022. YCTD will release another separate Questions and Answers document with responses to questions received after February 24, 2022 as soon as those responses are finalized.

Item	Questions and Answers
2.1	<p><u>Question:</u> Does this RFP include Mobility as a Service (MaaS) or is that a separate future RFP? [The RFP] mentions MaaS in definitions but we did not see it elaborated in the requirements. Please clarify.</p> <p><u>Answer:</u> This RFP does not include a request for a Mobility as a Service (MaaS) provider or for MaaS services. However, YCTD may be interested in providing MaaS solutions for its customers at a future date, which is why the RFP includes the definition of MaaS and the following optional tasks:</p> <ul style="list-style-type: none"> <li>• Represent microtransit service data (or service description) using open data standards (compliant with GTFS-Flex and/or GTFS-OnDemand) to facilitate the discoverability of the microtransit service in third-party trip planning applications</li> <li>• Represent microtransit booking data with GTFS-OnDemand deep link standardization and accurate pricing application programming interface (API) specification.</li> </ul>

2.2	<p><u>Question:</u> If a proposal surpasses the 10 mb limit, is the agency open to submitters providing a secure download link to the proposal via email?</p> <p><u>Answer:</u> Yes, the RFP has been amended accordingly. See Section 1.0 of this Addendum #1, Item 1.4 (Proposal Submissions).</p>
2.3	<p><u>Question:</u> Is the agency open to alternative approaches to GTFS-flex/GTFS-OnDemand?</p> <p><u>Answer:</u> Please note that, in the scope of work, the tasks that specifically mention GTFS-flex and GTFS-OnDemand open data standards are <u>optional</u> tasks.</p> <p>Also, in the “technical approach and functionality” section of the technical proposal, proposers are asked to describe how their firm’s technology platform can help YCTD achieve its microtransit goal #2 (“Easy for public to discover or ‘stumble upon’”), and to discuss whether their firm has experience in certain areas, including experience using open data standards like GTFS-Flex or GTFS-OnDemand. While proposers are asked to discuss these topics, YCTD has intentionally avoided being prescriptive and establishing very strict mandatory technical requirements. Instead of being overly prescriptive, throughout the RFP, YCTD generally encourages firms tell us how their tools and technology can best help us meet our Board-adopted microtransit goals.</p>
2.4	<p><u>Question:</u> Can the agency describe in detail their definition of GTFS-Flex and GTFS-OnDemand?</p> <p><u>Answer:</u> YCTD will use the definitions of GTFS-Flex and GTFS-OnDemand that are currently being developed by a working group of 31 international stakeholders in the mobility industry. This working group is being led by MobilityData (<a href="https://mobilitydata.org/">https://mobilitydata.org/</a>). More information on the working group’s development of GTFS-Flex and GTFS-OnDemand data standards can be found in the following MobilityData news articles:</p> <ul style="list-style-type: none"><li>• 11/2/2021 article: <a href="https://mobilitydata.org/the-gofs-project-first-phase-is-in-the-book-whats-next/">https://mobilitydata.org/the-gofs-project-first-phase-is-in-the-book-whats-next/</a></li><li>• 6/15/2021 article: <a href="https://mobilitydata.org/mobilitydata-is-accelerating-the-standardization-of-on-demand-transportation-with-the-gofs-project/">https://mobilitydata.org/mobilitydata-is-accelerating-the-standardization-of-on-demand-transportation-with-the-gofs-project/</a></li><li>• 4/23/2021 article: <a href="https://mobilitydata.org/why-on-demand-transportation-needs-to-be-standardized/">https://mobilitydata.org/why-on-demand-transportation-needs-to-be-standardized/</a></li></ul>
2.5	<p><u>Question:</u> Would the agency be open to API integrations to third-party applications to accommodate the use-case described?</p>

	<p><u>Answer:</u> As noted previously, YCTD has intentionally avoided being prescriptive and establishing very strict mandatory technical requirements. Instead of being overly prescriptive, throughout the RFP, YCTD generally encourages firms tell us how their tools and technology can best help us meet our Board-adopted microtransit goals.</p>
2.6	<p><u>Question:</u> Is the agency amenable to an alternate fare payment system integration that still meets all the requirements listed in the proposal?</p> <p><u>Answer:</u> Please note that, in the scope of work, the task that specifically mentions integrating YCTD’s existing mobile fare payments system (Bytemark) into the microtransit technology platform is an optional task.</p> <p>Also, in the “technical approach and functionality” section of the technical proposal, proposers are asked to describe how their firm’s technology platform can help YCTD achieve its microtransit goal #3 (“Easy for all to use”), and to discuss whether and how their technology platform has or supports “a variety of fare payment methods.” While proposers are asked to discuss these topics, YCTD has intentionally avoided being prescriptive and establishing very strict mandatory technical requirements. Instead of being overly prescriptive, throughout the RFP, YCTD generally encourages firms tell us how their tools and technology can best help us meet our Board-adopted microtransit goals.</p>
2.7	<p><u>Question:</u> Will the agency allow for additional follow-up questions based on the first round of answers?</p> <p><u>Answer:</u> Questions (both follow-up questions and new questions) can be submitted any time on or before the deadline for questions. With this addendum, the deadline for questions has been changed to March 17, 2022. See Section 1.0 of this Addendum #1, Item 1.2 (Procurement Schedule).</p>
2.8	<p><u>Question:</u> What is the designated budget for this project?</p> <p><u>Answer:</u> YCTD has elected not to share a budget for this project in the RFP. As noted in Section 5, Price Proposaal requirements, YCTD will consider per unit pricing (e.g., per vehicle, per revenue hour, per driver, per ride), and YCTD will determine the number of vehicles needed for the microtransit service during the planning and deployment phases of the project.</p>
2.9	<p><u>Question:</u> Can vendors also submit as supplemental information our own cost breakdown sheet? As some of the Planning &amp; Design/consultation services may vary, we can provide additional pricing options.</p>

	<p><u>Answer:</u> Yes, proposers can provide additional supplemental pricing information, beyond what is required in the RFP, so long as they meet the minimum requirements of the RFP. The RFP has been amended accordingly. See Section 1.0 of this Addendum #1, Attachment A (Price Proposal).</p>
2.10	<p><u>Question:</u> RFP says that proposal should not be more than 15 pages. Is this double-sided or single sided?</p> <p><u>Answer:</u> The RFP has been amended to clarify the page limit. See Section 1.0 of this Addendum #1, Item 1.7 (Evaluation and Selection Process) for more details regarding the page limit.</p>
2.11	<p><u>Question:</u> RFP indicates that vehicle count will be decided during the planning phase, but since our pricing is related to number of vehicles in a program, how does YCTD want us to base our pricing?</p> <p><u>Answer:</u> As stated in the RFP, the anticipated range of vehicles that YCTD will be operating during the contract period is 4 to 20 vehicles. YCTD recognizes that this is a wide range and that proposers may have pricing that varies depending on the scale of the operation. Economies of scale might allow you to offer a lower price per unit (e.g., vehicle, revenue hours, drivers) when the unit count is larger. That said, YCTD would like pricing proposals to provide all of those details. For instance, if you have different pricing for 4 vehicles than you have for 20 vehicles, please provide all of the relevant detail in the price proposal (e.g., if 1-5 vehicles are operated the price will be \$X per vehicle; if 6-10 vehicles are operated, the price will be \$Y per vehicle, etc.).</p>
2.12	<p><u>Question:</u> Q. Is there any target launch date of the service?</p> <p><u>Answer:</u> YCTD would like to launch the microtransit service as soon as possible, but YCTD will need to complete a planning phase for the City of Woodland expansion prior to launch. Regardless of whether proposers bid on the optional planning task or not, that task is going to need to take place, either by YCTD on its own, by YCTD with consulting support, or by YCTD with the support of the Microtransit Technology Platform provider (if the proposer chooses to bid on that optional task and YCTD elects to exercise that option). The planning phase needs to be completed thoughtfully to help make sure that the Woodland microtransit expansion is set up for success.</p>
2.13	<p><u>Question:</u> Does YCTD or the City have any ridership projections as to what level of ridership you are expecting on the microtransit service?</p> <p><u>Answer:</u> The RFP provides background on the four local fixed bus routes that have historically served Woodland (210, 211, 212, 214), two of which were discontinued due to COVID and are planned to be permanently replaced with microtransit (210,</p>

214), and two of which are planned to be restructured to better coordinate with the new microtransit service (211, 212). Woodland is also served by Routes 42A/B (Intercity service between Woodland, Davis, West Sacramento, Downtown Sacramento, and Sacramento International Airport), 215 (intercity service between Woodland and Cache Creek Casino Resort), and 45/45X (express service between Woodland and downtown Sacramento). Pre-COVID and current ridership data for all of these routes is shown in the tables below.

**FY 2019 (Pre-COVID) Ridership Data**

FY 2018-2019	Jul	Aug	Sept	Oct	Nov	Dec
Route 42	33,827	41,354	35,707	41,079	34,969	30,222
Route 45	2,873	2,776	2,967	3,569	2,537	2,851
Route 45x	349	485	250	348	299	173
Route 210	1,932	2,492	1,879	2,347	1,898	1,643
Route 211	3,994	4,686	3,559	3,989	3,279	3,033
Route 212	2,852	3,848	3,250	3,468	3,039	2,831
Route 214	1,795	2,370	2,124	2,291	1,972	1,728
Route 215	20,847	20,240	20,866	20,696	20,191	19,733

**FY 2019 (Pre-COVID) Ridership Data (continued)**

FY 2018-2019	Jan	Feb	Mar	Apr	May	Jun	Total FY19
Route 42	33,275	34,419	35,656	34,511	33,941	29,726	418,686
Route 45	3,058	2,859	2,804	2,865	2,864	1,633	33,656
Route 45x	75	210	258	362	249	299	3,357
Route 210	1,845	1,793	1,927	2,176	2,091	2,134	24,157
Route 211	3,400	3,392	3,509	3,490	3,368	3,814	43,513
Route 212	3,038	3,105	3,132	2,862	2,865	1,931	36,221
Route 214	2,157	2,166	2,407	2,390	2,031	1,867	25,298
Route 215	20,357	18,903	20,303	19,187	20,189	19,856	241,368

**FY 2022 Ridership Data**

FY 2021-2022	Jul	Aug	Sep	Oct	Nov	Dec
Route 42	13,691	14,279	19,247	24,053	23,074	18,756
Route 45	515	545	382	0*	0*	0*
Route 211	2,204	2,194	2,026	2,030	2,067	2,157
Route 212	1,771	1,966	2,160	2,406	2,222	2,474
Route 215	12,398	12,579	12,183	13,104	12,920	13,106

\*Express Route 45 was temporarily suspended in mid-September 2021 due to a Yolobus driver shortage.

	<p>YCTD does not have projections for what the microtransit ridership will be on the new Woodland microtransit service. Ridership projections are something that, during the planning process (if firms bid on that task and YCTD elects to execute that option), YCTD will be seeking assistance with.</p>
2.14	<p><u>Question:</u> RFP response layout: would you like each goal to be section off and answered? Or would a more free-flowing document be acceptable?</p> <p><u>Answer:</u> YCTD has not prescribed a specific way that responses need to be structured. We have structured the RFP by goal, so you may choose to respond to in that structure also, but if you feel it would be better to respond another way, you are welcome to respond however you best see fit. YCTD encourages respondents to address all of the seven goals though, as well as all of the sub-questions within them, regardless of what format the response is in.</p>
2.15	<p><u>Question:</u> Can we have information on the specification or documentation on the Bytemark solution so that we can be able to quote the option?</p> <p><u>Answer:</u> YCTD is in the process of being onboarded onto Bytemark for mobile fare payments. Once onboarded, YoloBus fare media will be available for customers to purchase through the “ZipPass (Powered by Bytemark)” app, where transit riders in the Sacramento region can already purchase Sacramento Regional Transit District (SacRT) fare media. The following attachments are provided as background:</p> <ul style="list-style-type: none"><li>• <b>RFP 22-01, Addendum #1, Attachment 1 - Assignment Agreement between the Sacramento Regional Transit District (SacRT) and YCTD</b> to assign to YCTD the rights for Bytemark, Inc. to implement features necessary for YCTD to vend fare media through the SacRT online fare application (ZipPass powered by Bytemark).</li><li>• <b>RFP 22-01, Addendum #1, Attachment 2 - Contract between YCTD and Bytemark, Inc.</b> to provide YCTD with the same mobile ticketing services being provided to SacRT.</li></ul>
2.16	<p><u>Question:</u> What hardware is on the vehicles?</p> <p><u>Answer:</u> The following is the standard hardware that YCTD installs on its revenue vehicles:</p> <ul style="list-style-type: none"><li>• TripSpark AVL (GPS and Cellular vehicle location), including driver data input terminal</li><li>• GFI Farebox from SPX, including driver input terminal</li><li>• Hanover Signs (headsigs), including driver input terminal</li><li>• Apollo onboard video recording system (NVR and up to 8 cameras per vehicle)</li><li>• Cradlepoint Routers (4gLTE cellular) – Provides onboard WiFi/internet connectivity for customers and devices</li></ul>

	<ul style="list-style-type: none"><li>• TripShot Android Tablets (running Tripshot on-demand) software – Causeway Connection and current microtransit vehicles only</li><li>• Connect Card closed-loop fare payment system from Init, including driver input terminal</li><li>• Motorola radios for driver/Dispatch communications</li></ul>
2.17	<p><u>Question:</u> Can we have a 30 page limit rather than a 15 page limit?</p> <p><u>Answer:</u> Yes, the RFP has been amended accordingly. See Section 1.0 of this Addendum #1, Item 1.7 (Evaluation and Selection Process) for more details regarding the page limit.</p>
2.18	<p><u>Question:</u> Can you extrapolate more on what you would like to see with regard to the integration with Bytemark, and what your expectations are with regard to the levels of integration.</p> <p><u>Answer:</u> After YCTD is onboarded into Bytemark, it is likely that many of our fixed route Yolobus passengers will have already set up fare payment (e.g., entered their credit card information) in the “ZipPass (powered by Bytemark)” mobile phone application. In this optional task, proposers are asked to discuss and/or suggest ways that the Bytemark mobile fare payment system that is already established can be leveraged and/or how it may be possible for YCTD customers to pay microtransit fares using the ZipPass mobile fare payment app. Proposers are invited to suggest any integrations that would be possible with their technology platform, and provide different pricing for each. For instance, a proposer may state that their technology platform could accommodate any of the following integrations, and provide different pricing options for each:</p> <ul style="list-style-type: none"><li>• Sample option 1 – In the microtransit technology platform, the user will be able to book a microtransit trip and, rather than paying for the trip at the time of booking, could select an option to “Show ZipPass ticket to driver upon boarding bus.” The driver’s interface will then instruct the driver to visually validate the fare payment in ZipPass when the customer Board’s the bus. It will cost YCTD an additional \$X to create such a fare payment option in the microtransit app and to create the driver notification. (Note that this is probably the simplest option, and would not require any changes to the existing Bytemark contract or design. YCTD could simply add microtransit fare media to the ZipPass app.)</li><li>• Sample option 2 – in the microtransit technology platform, the user will be able to choose to “purchase microtransit ticket in ZipPass” and be directed to the ZipPass app for payment. The driver will then know that the fare has already been paid when they pick up the customer. This option will cost an additional</li></ul>

	<p>\$Y to facilitate an integration with Bytemark in our microtransit technology platform.</p> <p>YCTD understands that more complex integration options such as sample #2 may require YCTD to modify our Bytemark contract and pay Bytemark additional fees to complete the integration. With this optional task, YCTD is simply seeking proposers' recommendations for what is possible using your technology platform, and the costs to facilitate such an integration on your end.</p>
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### **3.0 – INFORMATION**

The following item(s) are provided as a matter of information only to all respondents and do not modify or become part of the Contract Documents.

Item	Description
3.1	Attached to this Addendum (as <b>RFP 22-01, Addendum #1, Attachment 3</b> ) is a list of participants who RSVP'd to attend the Pre-Proposal Conference Meeting on February 24, 2022.

**END OF ADDENDUM**

**YCTD Microtransit Technology Platform RFP #22-01, Addendum #1,  
Attachment 1 - Assignment Agreement between SacRT & YCTD**

**ASSIGNMENT AGREEMENT FOR RIGHTS TO  
CONTRACT FOR MOBILE AND ONLINE FARE APPLICATION**

**THIS AGREEMENT** is made and entered into on March 15, 2020, by and between **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, hereinafter referred to as "SacRT," and **YOLO COUNTY TRANSPORTATION DISTRICT**, hereinafter referred to as "ASSIGNEE."

**WHEREAS**, SacRT entered into a contract with Bytemark, Inc. to provide a mobile and online fare application; and

**WHEREAS**, SacRT may assign its rights to other transit agencies with the State of California; and

**WHEREAS**, pursuant to a request by ASSIGNEE, SacRT desires to assign its rights for the mobile and online fare application contract to ASSIGNEE.

**1. ASSIGNMENT.** In accordance with Article 13 of SacRT's contract with Bytemark, Inc., SacRT hereby assigns to ASSIGNEE the rights for Bytemark, Inc. to implement features necessary for transit agencies to vend media through the application, with no additional charge to SacRT or the agencies for implementation or hosting. Agencies desiring to vend media through the application will directly enter into a contract with CONSULTANT for the payment of interchange fees and transactional commissions at the rates specified in this Contract..

**2. SEPARATE CONTRACT.** ASSIGNEE must enter into its own contract with Bytemark, Inc. to provide ASSIGNEE with the same mobile ticketing services being provided to SacRT, on substantially the same terms and conditions and for a substantially similar price. SacRT will have no liability to either party to the assignment for any claims or issues arising out of the assignment or resulting contract.

**3. NO LIABILITY.** ASSIGNEE is solely responsible for the terms and conditions of its contract with Bytemark, Inc. SacRT does not, by virtue of this Agreement, assume any liability to assign or any third party related to ASSIGNEE's use of the mobile and online fare application. ASSIGNEE must indemnify, defend and hold harmless SacRT for any and all liability, claims, costs and expenses, including reasonable attorneys' fees, arising out of or related to this Agreement or ASSIGNEE's use of the mobile and online fare application by Bytemark, Inc.

**4. EFFECTIVE DATE.** The effective date of this Agreement is as of the day and year first hereinabove appearing.

**5. NOTICES.** All notices and other communications under this Agreement must be in writing and are deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by facsimile or email directed to the party to whom notice is to be given at the facsimile number or email address listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its facsimile number, email address, or its mailing address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

SacRT: Sacramento Regional Transit District  
Attn: Manager, Revenue  
PO Box 2110  
Sacramento CA 95812-2110  
Phone: 916-321-8210  
Email: byancey@sacrt.com

ASSIGNEE: Yolo County Transportation District  
Attn: Terry Bassett  
350 Industrial Way  
Woodland CA 95776  
Phone: 530-402-2812  
Email: tbassett@yctd.org

**6. AMBIGUITIES.** The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity is presumed to be construed against either party.

**7. AUTHORITY TO BIND.** Each of the signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained and that no further approvals, acts, or consents are required to bind such party to this Agreement.

**8. INTEGRATION.** This Agreement embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.

Executed as of the day first above dated.

**YOLO COUNTY TRANSPORTATION DISTRICT**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**SACRAMENTO REGIONAL  
TRANSIT DISTRICT**

By: \_\_\_\_\_  
HENRY LI  
General Manager/CEO

Approved as to Content:

By: \_\_\_\_\_  
BRENT BERNEGGER  
VP of Finance/CFO

Approved as to Legal Form:

By: \_\_\_\_\_  
SacRT Attorney

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**YCTD Microtransit Technology Platform RFP #22-01, Addendum #1,  
Attachment 2 - Contract between YCTD and Bytemark, Inc.**

**CONTRACT FOR MOBILE AND ONLINE FARE APPLICATION**

**THIS CONTRACT** is made and entered into on March 15, 2020, (Effective Date"), by and between **YOLO COUNTY TRANSPORTATION DISTRICT**, a special district in the State of California ("YCTD"), and **BYTEMARK, INC.**, a Delaware corporation, ("CONTRACTOR"), who agree as follows:

**1. DESCRIPTION OF SERVICES, STAFFING AND WORK SCHEDULE. CONSULTANT** must provide YCTD the services described as "Phase 1" in Exhibit 3 of the Contract Documents in the time, manner, and in accordance with the terms and conditions set forth therein. In addition to the Phase 1 services, CONSULTANT must provide the V3 Design and Management Services, notwithstanding that they are listed as part of Phase 2 in the Exhibit 3. Finally, CONSULTANT must provide merchant service provider credit card processing services. The durations specified in Part 3.2 \*Implementation Plan for Phase 1 will apply to the work, with the "Start" and "End" dates modified to reflect the date of NTP. CONSULTANT may not commence services until YCTD issues a written Notice to Proceed (NTP). CONSULTANT will not be compensated for any services rendered prior to issuance of a written NTP. The person designated to give and receive YCTD notices and other communications under Article 9 entitled "Notices," will administer this Contract for YCTD.

All work identified beyond Phase 1 will be subject to future negotiations between the parties regarding scope and pricing and will be added, if at all, through a Contract amendment.

**2. CONTRACT DOCUMENTS.** Each and every term, condition, and provision of the Contract Documents is incorporated herein by reference as though set forth in full. The Contract Documents consist of each and every one of the documents hereinafter enumerated, and any conflict or discrepancy between any of the documents will be resolved in accordance with the order of precedence hereinafter enumerated:

FIRST: This Writing

SECOND: First Amendment to Contract for Mobile and On-Line Fare Application (**Exhibit 1**)

THIRD: Addendum No. 1 to RT Request for Proposal for Mobile and Online Ticketing Application dated July 11, 2016 and RT Letter of Clarification dated July 11, 2016 (**Exhibit 2**)

FOURTH: RT Request for Proposal for Mobile and Online Ticketing Application dated June 2016 (**Exhibit 3**) in the following order of precedence:

- a. RT General Contract Provisions (Section III, Part 4)
- b. Special Conditions (Section IV)
- c. Project Scope (Section VI)
- d. Proposal Requirements (Section II)
- e. All remaining provision of the Request for Proposal, exclusive of the Sample Contract (Section III, Part 1)

FIFTH: CONTRACTOR's Proposal dated July 31 2016 (**Exhibit 4**)

**3. TOTAL CONSIDERATION.** The maximum amount of consideration payable to CONSULTANT may not exceed \$59,814 per year, plus a one-time fee of \$3,060 in year 1, defined as March 15, 2020 through March 14, 2021, and shall be based on the level actual use of the mobile app on YOLOBUS buses, unless an increase is approved in a signed written amendment to this Contract.

Both PARTIES recognize and agree that the total amount of consideration owed to CONSULTANT may be significantly lower than the limits outlined above in Section 3, and shall be calculated based on actual purchases of fare media and use of the mobile app on YOLOBUS and the unit rates described in Section 4 below.

**4. METHOD OF PAYMENT.**

A. CONSULTANT will be paid a combination of: (a) a fixed rate for the initial work on Phase 1, (b) a monthly rate for support, maintenance, and hosting of the mobile ticketing system, and (c) a commission for sales and credit card processing, as follows:

1. YCTD is required to pay a \$3,060 one-time fee upon initial deployment of Yolo County District fare products in the Bytemark Platform.
2. YCTD will pay \$102/month for hosting, maintenance and support of the mobile application and merchant back office.
3. YCTD will pay a fixed transaction commission of 2% of the value of transaction, billed monthly based on the total fares processed.
4. YCTD will pay for merchant service provider services based on (1) the interchange rates and any other fees charged by credit card associations that are directly traceable to YCTD transactions and not a general cost of CONSULTANT doing business, and (2) a fee imposed by CONSULTANT of \$.076 (7.6 cents) per transaction. These fees will be directly deducted from credit card transactions prior to remittance to YCTD.

B. CONSULTANT must submit an invoice on a monthly basis for payment of the fees identified in A.1, A.2 and A.3 above. CONSULTANT must reference YCTD and timeframe on each invoice. All invoices must be in accordance with the rates set forth above.

C. If CONSULTANT's performance of the Contract is satisfactory and in compliance with the Contract Documents, YCTD will pay CONSULTANT for all amounts properly invoiced within 30 days after receipt of the invoices, subject to the total consideration set out in Article 3. YCTD may withhold payment and/or deduct from the amount owed if any of the following conditions occur:

1. The Services do not conform to the requirements set out in the Contract Documents;
2. CONSULTANT has improperly invoiced for the Services, including, without limitation, invoicing for a Deliverable that has not been accepted or with an incorrect amount;
3. CONSULTANT has damaged YCTD's property or a third party's person or property;
4. CONSULTANT fails to maintain required insurance coverage and bonds; or
5. CONSULTANT persistently fails to carry out the work in accordance with the Contract Documents.

YCTD may withhold all or a portion of the amount invoiced until any of the foregoing conditions are remedied to YCTD's satisfaction, provided that amounts that are permanently deducted pursuant to the terms of the Contract will not be paid.

D. If YCTD disputes payment of any item on the invoice for one or more of the reasons set out above, YCTD may deduct that disputed item from the payment, but will not delay payment for the undisputed portions of the invoice. The amounts and reasons for such deletions will be documented to CONSULTANT within 30 days after receipt of the invoice by YCTD.

E. Unless otherwise agreed, payment against invoice will be delivered by first class mail through the facilities of the US Post Office, postage prepaid, addressed to the applicable party in the manner set forth in Article 6. Payment against invoice will be deemed to be made in Sacramento, California, whether or not payment is addressed to a different location or delivered in another manner.

**5. YCTD REQUESTED CHANGES.** YCTD may, by written order, authorize changes to the scope of Services described in this Contract. Changes and additions that cause an increase in the cost or time required for performance of the agreed-upon services must be made only pursuant to an amendment to this Contract signed by YCTD and CONSULTANT. Payment for any partially-completed work element will be made in proportion to the percentage of completion of the work element deleted in accordance with the cost schedule or rates set forth in the Contract, unless CONSULTANT demonstrates that this method of compensation materially underestimates CONSULTANT's actual costs. In that event, the parties will negotiate an equitable adjustment and payment will be made pursuant to the terms of an amendment to this Contract signed by YCTD and CONSULTANT.

**6. CONSULTANT REQUESTED CHANGES.** CONSULTANT will not be compensated for work outside the Scope of Services described in this Contract, unless, prior to the commencement of such services:

A. CONSULTANT notifies YCTD in writing that it believes a change to the Scope of Services is necessary. Such notice must explain the circumstances giving rise to such belief and will set forth a proposed course of action, including a breakdown of any proposed adjustment in compensation resulting therefrom; and

B. YCTD approves the additional services as being outside the Scope of Services and the amount of compensation; and

C. The parties execute an amendment describing the additional service and compensation therefor.

**7. TERM.** This contract will commence on the Effective Date and will expire 3 years later, unless YCTD exercises its options to extend the term for one or two additional years or unless terminated for convenience or cancelled for breach as set forth in the Contract Documents.

**8. TERMINATION FOR CONVENIENCE.** Article 16, entitled "Termination for Convenience" of Sacramento Regional Transit District's Contract Documents is hereby amended to read in its entirety as follows:

"YCTD, by written notice, may terminate this Contract, in whole or in part, when it is in YCTD's interest. Consultant will be paid its costs, contract close-out costs, and profit on work performed up to the time of termination. Consultant must promptly submit its termination claim to YCTD. In the case of a termination in whole, if Consultant has any property in its possession belonging to YCTD, Consultant will account for it and dispose of it in the manner directed by YCTD.

"Notwithstanding the foregoing, with respect only to the payment processing services, YCTD may terminate services, on 60 days' advance notice, without any liability for a termination claim if the payment processor fails to meet the terms of the Service Level Agreement (SLA) with respect to the quality and speed of the transaction processing services it provides. In addition, YCTD may terminate the payment processing services, on 30 days' advance notice, without any liability for a termination claim, if the processing charges under this Contract exceed, by more than 15%, the effective costs YCTD would have been charged by First Data, indexed to the month of January 2017,"

**9. NOTICES.** All notices and other communications under this Contract must be in writing and are deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is given, or if made by facsimile or email directed to the party to whom notice is to be given at the facsimile number or email address listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its facsimile number, email address, or its mailing address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

YCTD: Yolo County Transportation District  
Attn: Terry Bassett  
350 Industrial Way, Woodland, CA 95776  
Phone: 530-402-2812  
Email: tbassett@yctd.org

CONTRACTOR: Bytemark, Inc.  
Attn: Greg Vayler  
268 West 444 Street  
New York NY 10036  
Phone: 704-823-6619  
Email: greg@bytemark.co

**10. AMBIGUITIES.** The parties have each carefully reviewed this Contract and have agreed to each term of this Contract. No ambiguity is presumed to be construed against either party.

**11. INTEGRATION.** This Contract embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written, or otherwise exists between the parties. This Contract, including Exhibits 1 through 4, attached hereto, embodies the entire agreement of the parties in relation to the scope of services herein described,

**12. CONDITIONAL CONTRACT.** This contract is contingent upon the Yolo County Transportation District negotiating and executing a separate contract, or Memorandum of Understanding, with Sacramento Regional Transit District to address implementation of the Mobile Application and a fare revenue sharing methodology that will be used by these two transit agencies.

Executed as of the day first above stated.

**BYTEMARK, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**YOLO COUNTY TRANSPORTATION  
DISTRICT**

By: \_\_\_\_\_  
Name:  
Title:

# EXHIBIT 1

## FIRST AMENDMENT TO CONTRACT FOR MOBILE AND ONLINE FARE APPLICATION

**THIS FIRST AMENDMENT** to the Contract for Mobile and Online Fare Application, (the "Principal Agreement") made and entered into on March 9, 2017, between **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation, therein referred to as "RT," and **BYTEMARK, INC.**, a Delaware corporation, therein referred to as "CONTRACTOR" is made and entered into on APRIL 28, 2017.

### RECITALS

**WHEREAS**, CONTRACTOR provides RT with mobile and online fare application services; and

**WHEREAS**, the Principal Agreement contains three typographical errors RT and CONTRACTOR wish to correct.

### WITNESS

**NOW, THEREFORE, RT AND CONTRACTOR DO MUTUALLY AGREE AS FOLLOWS:**

**Section 1: CONTRACT DOCUMENTS.** Article 2 of the Principal Agreement, entitled "Contract Documents," is hereby amended to read in its entirety as follows:

Each and every term, condition, and provision of the Contract Documents is incorporated herein by reference as though set forth in full. The Contract Documents consist of each and every one of the documents hereinafter enumerated, and any conflict or discrepancy between any of the documents will be resolved in accordance with the order of precedence hereinafter enumerated:

FIRST: This Writing

SECOND: Addendum No. 1 to RT Request for Proposal for Mobile and Online Ticketing Application dated July 11, 2016 (Exhibit 1)

THIRD: RT Request for Proposal for Mobile and Online Ticketing Application dated June 2016 (Exhibit 2) in the following order of precedence:

- a. RT General Contract Provisions (Section III, Part 4)
- b. Special Conditions (Section IV)
- c. Project Scope (Section VI)
- d. Proposal Requirements (Section II)
- e. All remaining provisions of the Request for Proposal, exclusive of the Sample Contract (Section III, Part 1)

FOURTH: CONTRACTOR's Proposal dated July 31, 2016 (Exhibit 3)

**Section 2: TOTAL CONSIDERATION.** Article 3 of the Principal Agreement, entitled "Total Consideration," is hereby amended to read in its entirety as follows:

The fixed amount of total consideration payable to CONSULTANT may not exceed \$165,000 unless an increase is approved in a signed written amendment to this Contract. In addition, CONSULTANT will be paid a transactional commission of 2% and will be paid for \$0.076 per transaction for payment processing, which is in addition to all amounts paid to credit card associations for processing.

**Section 3: METHOD OF PAYMENT.** Article 4(A) of the Principal Agreement, entitled "Method of Payment," is hereby amended to read in its entirety as follows:

A. CONSULTANT will be paid a combination of: (a) a fixed rate for the initial work on Phase 1, (b) a monthly rate for support, maintenance, and hosting of the mobile ticketing system, and (c) a commission for sales and credit card processing, as follows:

1. The fixed rate of \$75,000 for development and initial deployment of the application will be paid as follows: (a) \$25,000 upon Contract execution and \$ 1388.89 per month for each of the 36 months of the Contract term, paid in arrears.
2. RT will pay \$2,500 per month, in arrears, for support, maintenance and hosting of the mobile ticketing system.

3. RT will pay a fixed transaction commission of 2% of the value of transaction, billed monthly based on the total fares processed.
4. RT will pay for merchant service provider services based on (1) the interchange rates and any other fees charged by credit card associations that are directly traceable to RT transactions and not a general cost of CONSULTANT doing business; and (2) a fee imposed by CONSULTANT of \$0.076 per transaction. These fees will be directly deducted from credit card transactions prior to remittance to RT.

**Section 4: EFFECT.** The effect of this First Amendment to the Principal Agreement is to correct three typographical errors in the Principal Agreement consisting of the date of Contractor's proposal listed in the Article 2 of the Principal Agreement and the per transaction fee for merchant services included in Articles 3 and 4A of the Principal Agreement.

**Section 5: AMBIGUITIES.** The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity is presumed to be construed against either party.

**Section 6: FULL FORCE AND EFFECT.** To the extent not inconsistent herewith, all other terms and provisions of the Principal Agreement, as amended, remain the same and in full force and effect.


**Section 7: AUTHORITY TO BIND.** Each of the signatories to this Amendment represent that they are authorized to sign this Amendment on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained and that no further approvals, acts, or consents are required to bind such party to this Amendment.

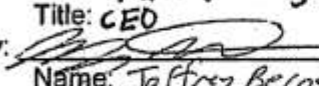
**Section 8: INTEGRATION.** This Amendment embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment to the Principal Agreement on the day and year first hereinabove appearing.

**BYTEMARK, INC.**

**SACRAMENTO REGIONAL  
TRANSIT DISTRICT**

By:   
Name: Michael Bergdale  
Title: CEO

By:   
Name: Jeffrey Bernstein  
Title: CFO

By: \_\_\_\_\_  
HENRY LI, General Manager/CEO

Approved as to Funding and Content:

By: \_\_\_\_\_  
BRENT BERNEGGER  
Acting Chief Financial Officer

Approved as to Legal Form:

By: \_\_\_\_\_  
RT Attorney

NOTE: Pursuant to California Corporations Code Section 313, this Contract must be signed by two corporate officers, one from each group: 1) the Chair of the Board, President, or Vice President; AND 2) the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. If the corporation has adopted a resolution authorizing listed person(s) to bind the corporation or to delegate their binding authority to another person, such person(s) may sign the Contract if a copy of that resolution and the written delegation of authority, if applicable, is provided to RT and the Secretary or Assistant Secretary certifies that the resolution is valid and in full force and effect.

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3. RT will pay a fixed transaction commission of 2% of the value of transaction, billed monthly based on the total fares processed.

4. RT will pay for merchant service provider services based on (1) the interchange rates and any other fees charged by credit card associations that are directly traceable to RT transactions and not a general cost of CONSULTANT doing business; and (2) a fee imposed by CONSULTANT of \$0.076 per transaction. These fees will be directly deducted from credit card transactions prior to remittance to RT.

**Section 4: EFFECT.** The effect of this First Amendment to the Principal Agreement is to correct three typographical errors in the Principal Agreement consisting of the date of Contractor's proposal listed in the Article 2 of the Principal Agreement and the per transaction fee for merchant services included in Articles 3 and 4A of the Principal Agreement.

**Section 5: AMBIGUITIES.** The parties have each carefully reviewed this Amendment and have agreed to each term of this Amendment. No ambiguity is presumed to be construed against either party.

**Section 6: FULL FORCE AND EFFECT.** To the extent not inconsistent herewith, all other terms and provisions of the Principal Agreement, as amended, remain the same and in full force and effect.

**Section 7: AUTHORITY TO BIND.** Each of the signatories to this Amendment represent that they are authorized to sign this Amendment on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained and that no further approvals, acts, or consents are required to bind such party to this Amendment.

**Section 8: INTEGRATION.** This Amendment embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written, or otherwise exists between the parties.

**IN WITNESS WHEREOF,** the parties have entered into this Second Amendment to the Principal Agreement on the day and year first hereinabove appearing.

**BYTEMARK, INC.**

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:


**SACRAMENTO REGIONAL  
TRANSIT DISTRICT**

By:   
HENRY LI, General Manager/CEO

Approved as to Funding and Content:

By:   
BRENT BERNEGGER  
Acting Chief Financial Officer

Approved as to Legal Form:

By:   
RT Attorney

NOTE: Pursuant to California Corporations Code Section 313, this Contract must be signed by two corporate officers, one from each group: 1) the Chair of the Board, President, or Vice President, AND 2) the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. If the corporation has adopted a resolution authorizing listed person(s) to bind the corporation or to delegate their binding authority to another person, such person(s) may sign the Contract if a copy of that resolution and the written delegation of authority, if applicable, is provided to RT and the Secretary or Assistant Secretary certifies that the resolution is valid and in full force and effect.

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## EXHIBIT 2 (Addendum No. 1)



**Regional  
Transit**

Sacramento Regional  
Transit District  
A Public Transit Agency  
and Equal Opportunity Employer

Administrative Offices  
1400 29th Street  
Sacramento, CA 95816  
916-321-2800

Mailing Address  
P.O. Box 2110  
Sacramento, CA 95812-2110

Human Resources  
2810 O Street  
Sacramento, CA 95816  
916-556-0299

Customer Service &  
Sales Center  
1225 R Street  
Sacramento, CA 95811

Route, Schedule & Fare  
Information  
916-321-8U55 (2877)  
TDD 916-483-HEAR (4327)  
www.sacrt.com

Public Transit Since 1973

July 11, 2016

### PROSPECTIVE PROPOSER

Subject: RFQ No. 2016054, Mobile and Online Ticketing Application  
Addendum No. 1  
File: 2016054

Enclosed is Addendum No. 1 to the Request for Proposals for Mobile and Online Ticketing Application that was issued by Sacramento Regional Transit District (RT) on June 22, 2016. Each page in the addendum package has been issued to allow for full replacement of existing pages in the RFP Documents. Changes to the text are indicated by a vertical line in the margin next to the changes and are accompanied by an A1, indicating the addendum reference.

Addendum No. 1 extends the proposal due date by 2 weeks. It also removes the requirement that the proposed solution be in production use at the time of proposal submission as well as the requirement that the application must function on the Windows operating system.

Sincerely,

A handwritten signature in blue ink that reads "Colleen Trant".

Colleen Trant  
Procurement Analyst II

Enclosures: Pages 4, 48, 65 and 77

## II. PROPOSAL REQUIREMENTS

### A. General Information

#### ***Proposal must be submitted to:***

Colleen Trant  
Procurement Analyst II  
SACRAMENTO REGIONAL TRANSIT DISTRICT  
2816 N Street (P.O. Box 2110)  
Sacramento, CA 95816 (95812-2110)

#### ***Contact for Questions on RFP:***

Colleen Trant  
Procurement Analyst II  
SACRAMENTO REGIONAL TRANSIT DISTRICT  
2816 N Street (P.O. Box 2110)  
Sacramento, CA 95816 (95812-2110)  
Ph: (916) 556-0155  
Fax: (916) 557-4519  
E-mail: [ctrant@sacrt.com](mailto:ctrant@sacrt.com)

All contact with RT regarding this RFP must be made only with Procurement staff; attempts to contact any other individuals at RT with regard to this procurement may result in disqualification from competing in this procurement.

Six hard copies of the Proposal and one CD-ROM with a copy of the Proposal must be provided to RT with a separate letter of transmittal. Proposals must be securely sealed in a suitable return addressed envelope or box and marked on the outside: "Proposal for Mobile and Online Ticketing Application." **Proposals will be accepted only if received in RT's Procurement Services office at 2816 N Street, Sacramento, CA 95816 by Tuesday, August 2, 2016, at 2:00 p.m., Pacific Daylight Time.** Any Proposal received after this deadline will be returned unopened and will be deemed non-responsive. A1

A pre-proposal meeting is scheduled for July 5, 2016, at 10:30 a.m., Pacific Daylight Time, in the Executive Conference Room at 1400 29<sup>th</sup> Sacramento, CA 95816. Prospective Proposers may call in through a conference call at (916) 556-0490 instead of attending in person. The purpose of the meeting is to review the scope of work to be performed and to respond to questions regarding the RFP. RT may summarize, in writing, the questions and responses given at this meeting, in the form of a Letter of Clarification. RT will mail any Letter of Clarification to all Proposers that received a copy of the RFP, at least 5 working days prior to the Proposal submittal deadline. Letters of Clarification are provided

#### IV. SPECIAL CONDITIONS

##### SC-1 PROCUREMENT SCHEDULE

The Procurement schedule for the Mobile and Online Ticketing Application services is as follows:

June 22, 2106 .....	Release RFP
July 5, 2016 10:30 a.m. ....	Pre-Proposal Meeting
<b>August 2, 2016 2:00 p.m.</b> .....	Deadline for Receipt of Proposals
August 15 – 19, 2016 .....	Presentation of Mobile Application
September 12, 2016 .....	Award Contract
TBD .....	Notice to Proceed

A1

##### SC-2 INSURANCE REQUIREMENTS

Consultant, at Consultant's sole cost and expense during the term of this Contract and any renewal thereof, must obtain and maintain at least the insurance coverage set out in Attachment 1 of this Section IV and must submit satisfactory evidence to RT of its insurance coverage as provided in that Attachment. Consultant's insurance policy must be issued by an insurer with an A.M. Best Company rating of no less than A-, VIII and the insurer must be admitted to do business in the State of California.

##### SC-3 OPTION YEARS

RT intends to award a three-year contract with an RT option to renew for two one-year periods. To exercise its option for either the fourth year or the fourth and fifth years, RT must provide written notice to Contractor, no later than 45 calendar days prior to the end of the initial three-year Contract term, of its intent to exercise the option. If RT has initially exercised its option for only a fourth contract year, RT may exercise its option for a fifth year by providing written notice of its intent to exercise the option to Contractor no later than 45 calendar days prior to the end of the fourth year. Upon the exercise of an option by RT, RT and Contractor will execute an amendment to extend the term of the Contract.

##### SC-4 SBE REQUIREMENTS

It is RT's policy that Small Business Enterprises ("SBEs") (defined as a business that has been certified as a small business by the California Department of General Services or any other public agency that certifies small businesses under applicable laws), will have the maximum opportunity to participate in the performance of this Contract.

## SECTION V

FORM V-1

Conformance Checklist			
	Feature	Conformance Status	Explanatory Notes
	<b>MANDATORY FEATURES</b>		
1	<b>Intentionally Omitted</b>		
2	Accepts payment, at minimum, from the following major credit cards: MasterCard, Visa, Discover and American Express		
3	Functions on the following operating systems: <b>iOS and Android</b> operating systems		
4	Web portal is compatible with the following browsers: Chrome, Internet Explorer, Microsoft Edge, Safari, and Firefox		
5	Complies with state and federal accessibility requirements.		
6	Permits offline validation and use		
7	Provide a back office management website meeting requirements of Paragraph 6 of Minimum System Requirements in Scope		
8	Ability for RT to specify eligibility for discount fare purchases through back office		
9	Continuous PCI Level-1 certified payment processing with the option for indemnified payment support		
10	Visual Fare Validation with security features		
11	Electronic Fare Validation		
12	Technical support and customer service		
13	Go Live meeting minimum system requirements on January 1, 2017		
14	Pricing Proposal submitted for all minimum elements		
15	Work Plan submitted showing plan to meet Go Live date, including required testing		
16	Consignment outlets can sell and load subsidized fares		
17	College, university and other Group Passes can be loaded through back office application		
18	Ability to launch or interface with other mobile/online solutions that RT may have internally developed or purchased from other third party vendors		

A1

users. This must include testing, delivery, installation, and assistance with any associated hardware, software, communications, system interfaces, operations, maintenance, licenses, support and training. Consultant is responsible for all work required for the Mobile and Online Ticketing Application to be fully operational except where tasks or responsibilities of RT, other consultants operating on behalf of RT, or others are specifically stated in this Project Scope.

**2. System Vision and Functionality**

**System vision**

- 1. RT envisions that the mobile fare application will be used by RT patrons for the purchase and use of electronic fares throughout its entire service area. At minimum, as of the January 1, 2017 launch date, individual users must have the capability to purchase all fare types through the application and use purchased media in areas without cellular or Wi-Fi connectivity.
- 2. RT currently has contractual agreements with over 180 consignment fare outlets that provide subsidized fares to their employees. RT envisions an on-line system that will allow these outlets to provide and/or sell subsidized fares (with varying discount options determined by the outlet) to their employees through the mobile fare application or website, and envisions that the system will provide back office reporting to allow for efficient outlet billing by RT. Preferably, the system would permit batch loading of media for these users.
- 3. RT also has agreements with schools and agencies in which RT collects the money directly from the school and agency, as opposed to collecting fares from the rider. RT would like fare options that continue to support this practice that can be managed through a back office system by RT staff, the school or agency, or some combination of both. Preferably, the system would permit batch loading of media for these users.
- 4. RT envisions the addition of future fare types, such as options for off-peak travel (non-commute hours), transfers, time based fares, and distance based fares.

**Minimum System Requirements**

- 1. **Intentionally omitted.**
- 2. The application must accept payment, at minimum, from the following major credit cards: MasterCard, Visa, Discover and American Express.
- 3. The mobile application must function on the following operating systems: **iOS and Android** operating systems.

A1



## Regional Transit

Sacramento Regional  
Transit District  
A Public Transit Agency  
and Equal Opportunity Employer

Administrative Offices  
1400 29th Street  
Sacramento, CA 95816  
916-321-2800

Mailing Address  
P.O. Box 2110  
Sacramento, CA 95812-2110

Human Resources  
2810 O Street  
Sacramento, CA 95816  
916-556-0299

Customer Service &  
Sales Center  
1225 R Street  
Sacramento, CA 95811

Route, Schedule & Fare  
Information  
916-321-BUSS (2877)  
TDD 916-483-HEAR (4327)  
[www.sacrt.com](http://www.sacrt.com)

Public Transit Since 1973

July 11, 2016

### PROSPECTIVE PROPOSER

Subject: Request for Proposals (RFP) No. 2016054, Mobile and Online  
Ticketing Application – Letter of Clarification  
File/Control No.: 2016054

Sacramento Regional Transit District (RT) released a Request for Proposals (RFP) for Mobile and Online Ticketing Application on June 22, 2016. This letter of clarification is being issued to all consultants (Planholders) who received the bid documents.

Enclosed is a list of questions and responses that have been received to date.

Please contact Colleen Trant at (916) 556-0155 or [ctrant@sacrt.com](mailto:ctrant@sacrt.com) if you have questions regarding these clarifications.

Sincerely,

Colleen Trant  
Procurement Analyst II

Enclosures: List of Questions and RT Responses

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## LETTER OF CLARIFICATION

### SUMMARY OF QUESTIONS RECEIVED TO DATE (Q) AND RT RESPONSES (R)

1. Q: Would RT consider a 2-week deadline extension? A new deadline of Tuesday, August 2<sup>nd</sup>?  
R: Yes, the addendum changes the proposal due date from July 19 to August 2. This change also extends the question period to July 19.
2. Q: Can the proposals be submitted via email?  
R: No, all proposals must be submitted hard copy.
3. Q: Will you accept proposals from companies outside the USA?  
R: Yes
4. Q: The RFP states that the "Proposed solution for single-fare media, daily passes, and monthly passes is in production use at a minimum of one transit agency in the United States at the time of proposal submission." Are we eligible to submit a proposal and compete for your bid even though we will not be up and running in an agency in the US until October?  
R: Addendum 1 removes this requirement, however, vendor references and experience will be a component of the evaluation and scoring process.
5. Q: Would we need to come to RT to attend meetings?  
R: We would expect vendors to travel here to demonstrate their mobile and back-office applications. We will accept remote presentations via Webex/GoToMeeting, but prefer in-person demonstrations and Q&A Sessions.
6. Q: In the insurance requirements section, one of the listed insurance types is a "commercial business auto" policy. Is this a requirement if a firm neither owns nor leases any vehicles? And if so, will proposers need to provide proof of insurance at the time the proposal is submitted?  
R: The requirement is for any and all leased, owned, hired or non-owned vehicles used in pursuit of any of the activities associated with this Contract. The successful proposer will be required to submit insurance certificates before the contract can be executed.
7. Q: How will price proposals be objectively scored and ranked among proposers who offer entirely different pricing models (fixed vs. transactional, etc.)?

- R: Price proposals will be evaluated relative to total estimated cost of operation through the term of the contract and initial capital costs for implementation.
8. Q: Reference Form V-1, Item 3 and Section 6, Minimum System Requirements, Paragraph 3: There is a requirement for the application to function on the Windows operating system; but Windows operating system market share is less than 1% in a lot of the country.
- R: Addendum 1 removes the requirement for the Windows operating system.
9. Q: Reference Form V-1, Item 4: Is the requirement for Web portal compatibility with different browsers for e-commerce for purchasing tickets online or for agency admin information.
- R: Both, we would like people to be able to access their accounts through a web portal in addition to the mobile app, to purchase tickets online.
10. Q: Reference Form V-1, Item 6: Is the requirement for off line validation for ticket activation offline, or just for being able to validate a ticket.
- R: The requirement for off line validation is for ticket activation off line. This is for customers with less cellular coverage that can't activate if cellular coverage is dropped. The intent is to be able to activate when their phone is not connected to cellular.
11. Q: Reference Form V-1, Item 11: Is the requirement for Electronic fare validation to use electronic fare validators and compatible apps or is that just a requirement for printing a QR code on the app?
- R: RT wants the phone to be able to produce a QR code that can be validated on our new GFI fare boxes as well as a hand held application that we will probably develop ourselves. We are in the process of implementing a smart card solution as well. We've had a third party develop a fare validation app for reading our smart cards and we will probably enhance that application to read QR as well.
12. Q: Reference Form V-1, Item 44: There is a requirement for phone number back up verification of user's available or active tickets if user's phone is dead. If there's no internet connection or you're doing off line activation then you can't really talk to the server that would register that the ticket would be activated if someone's phone is dead. If both of those can't be satisfied, would it be more important to do off line activation?
- R: We will have those discussions as we go through this process. We will want to get your perspective on best practices from a security standpoint as well as from a user standpoint.

13. Q: Reference Form V-1, Item 54: Can you share the use-case for serialized inventory management? In what situations would it be advantageous or desired to limit the number of mobile tickets in inventory?
- R: We believe limiting the number of mobile tickets minimizes our refund exposure in the event of a fare increase.
14. Q: Reference Form V-1, Item 78: Does RT have additional requirements or use-cases around integration with the GFI Fast Fare boxes?
- R: Not at this time. We would like to hear if and how you have integrated your app with on-vehicle infrastructure.
15. Q: Reference Appendix B, Paragraph 2.B. User-Experience Capabilities: Do existing ticketing methods require or provide a mechanism to charge customers the delta after fare increases?
- R: No, but we would be interested to learn of any methods you may have developed to implement such a mechanism in your app.
16. Q: Reference Appendix B, Paragraph 2. D. Back Office Capabilities: Does RT require all of these data export formats - "CSV, XML, JSON, PDF"?
- R: At a minimum RT requires CSV or XLS/XLSX.
17. Q: RT mentioned that they will be implementing a smart card system as well as a fare validation application. Can the RT clarify with whom they are implementing the smart card system, as this will help from an integration standpoint.
- R: INIT, USA.
18. Q: Can RT indicate who is developing the fare validation application? It appears to be a requirement of the bid that the vendor provide this solution, as well as other potential hardware solutions. Will the vendor be required to provide electronic validation tools?
- R: There is not an immediate plan for the development of a fare validation app. The development of a fare validation app is not a requirement of this contract.

## EXHIBIT 3



**Sacramento Regional  
Transit District**  
A Public Transit Agency  
and Equal Opportunity Employer

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Sacramento, CA 95816  
916-321-2800

**Mailing Address**

P.O. Box 2110  
Sacramento, CA 95812-2110

**Human Resources**

2810 O Street  
Sacramento, CA 95816  
916-556-0299

**Customer Service &  
Sales Center**

1225 R Street Sacramento ,  
CA 95811

**Route, Schedule & Fare  
Information**

916 321-BUSS(2877)  
TDD 916-483-HEAR (4327)  
[www.sacrt.com](http://www.sacrt.com)

Public Transit Since 1973

June 22, 2016

### PROSPECTIVE BIDDER

**Subject:** RFP No. 2016054, Mobile and Online Ticketing Application  
**Request for Proposals**  
**File/Control No.:** 2016054

Sacramento Regional Transit District (RT) is seeking proposals for Mobile and Online Ticketing Application. A copy of the Request for Proposals is enclosed.

A pre-proposal meeting is scheduled for July 5, 2016, at 10:30 a.m., Pacific Daylight Time, in the Executive Conference Room at 1400 29<sup>th</sup> Street, Sacramento, CA 95816. Prospective Proposers may call in through a conference call at (916) 556-0490 instead of attending in person.

The current planholders list is available at [www.sacrt.com](http://www.sacrt.com). Go to Career and Business Opportunities, Advertised Bidding Opportunities, and View Contract Listing.

If you have questions regarding the project, please contact the undersigned at (916) 556-0155 or [ctrant@sacrt.com](mailto:ctrant@sacrt.com).

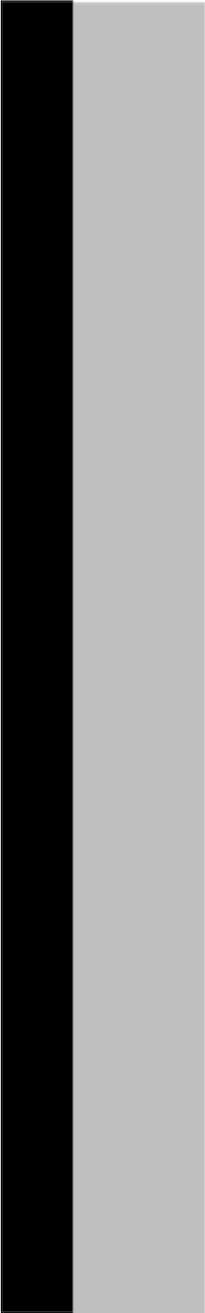
Sincerely,

A handwritten signature in blue ink that reads "Colleen Trant".

Colleen Trant Procurement  
Analyst II

Enclosures: Request for Proposals

c: Fernando Barcena, Manager, Contracts and DBE



**REQUEST FOR PROPOSALS**

**MOBILE AND ONLINE TICKETING  
APPLICATION**

**RFP NO.: 2016054**

**JUNE 2016**

SACRAMENTO REGIONAL TRANSIT DISTRICT 1400 29<sup>TH</sup> STREET (P.O. BOX  
2110)  
SACRAMENTO, CA 95816 (95812-2110)  
[www.sacrt.com](http://www.sacrt.com)

# REQUEST FOR PROPOSALS

## MOBILE AND ONLINE TICKETING APPLICATION

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# I. INTRODUCTION

## **I. INTRODUCTION**

### **A. RT Overview**

The Sacramento Regional Transit District (RT) invites proposals from consultants with outstanding qualifications, experience and knowledge to provide an application for Mobile and Online Ticketing. This Contract will be awarded for an initial term of 3 years, with 2 one-year options to extend by RT. Section VI, Contract Scope, of this Request for Proposal (RFP) provides detailed information regarding the scope of services.

### **B. Existing Operations**

RT's enabling legislation was enacted by the California Legislature in 1971. RT is governed by an eleven-member Board whose members are appointed from the City of Sacramento (four appointees); the County of Sacramento (three appointees); and the Cities of Rancho Cordova (one appointee), Citrus Heights (one appointee), Elk Grove (one appointee), and Folsom (one appointee). Fiscal Year 2015-16 Operating Budget is \$155.5 million with a Capital Budget of \$45.4 million.

RT is divided into eight divisions: Operations, Administrative Services/EEO, Finance, Marketing and Communications, Facilities Management and Business Support Services, Engineering and Construction, Planning/Transit System Development, and Office of the Chief Counsel. Over 70 percent of its approximately 950 employees are dedicated to the operations and maintenance of RT's bus and light rail system.

RT operates approximately 69 bus routes and 42.9 miles of light rail in a 418-square-mile service area with a population of over 1.8 million people. Service is provided 365 days a year with 76 light rail vehicles and 205 Compressed Natural Gas (CNG) powered buses. Annual ridership is over 26.4 million passengers, with approximately 49 percent of the total system ridership on light rail.

RT's entire bus and light rail system is accessible to the disabled community. RT provides origin-to-destination transportation service for Sacramento area residents unable to use RT fixed-route services through a contract with Paratransit, Inc. RT provides this service as part of its responsibilities under the Americans with Disabilities Act.

The light rail Blue Line and Gold Line link the eastern and northeastern suburbs with Folsom, downtown and south Sacramento. The Green Line to the River District extends light rail 1.1 miles north from downtown, connecting downtown Sacramento to the River District. Passenger amenities include 53 light rail stations, 32 bus and light rail transfer centers, and 23 park-and-ride lots throughout Sacramento County.

For more information about RT, please go to [www.sacrt.com](http://www.sacrt.com).

## **II. PROPOSAL REQUIREMENTS**

## II. PROPOSAL REQUIREMENTS

### A. General Information

#### ***Proposal must be submitted to:***

Colleen Trant Procurement Analyst II  
SACRAMENTO REGIONAL TRANSIT DISTRICT 2816 N Street  
(P.O. Box 2110)  
Sacramento, CA 95816 (95812-2110)

#### ***Contact for Questions on RFP:***

Colleen Trant Procurement Analyst II  
SACRAMENTO REGIONAL TRANSIT DISTRICT 2816 N Street  
(P.O. Box 2110)  
Sacramento, CA 95816 (95812-2110)  
Ph: (916) 556-0155  
Fax: (916) 557-4519  
E-mail: [ctrant@sacrt.com](mailto:ctrant@sacrt.com)

All contact with RT regarding this RFP must be made only with Procurement staff; attempts to contact any other individuals at RT with regard to this procurement may result in disqualification from competing in this procurement.

Six hard copies of the Proposal and one CD-ROM with a copy of the Proposal must be provided to RT with a separate letter of transmittal. Proposals must be securely sealed in a suitable return addressed envelope or box and marked on the outside: "Proposal for Mobile and Online Ticketing Application." **Proposals will be accepted only if received in RT's Procurement Services office at 2816 N Street, Sacramento, CA 95816 by Tuesday, July 19, 2016, at 2:00 p.m., Pacific Daylight Time.** Any Proposal received after this deadline will be returned unopened and will be deemed non-responsive.

A pre-proposal meeting is scheduled for July 5, 2016, at 10:30 a.m., Pacific Daylight Time, in the Executive Conference Room at 1400 29<sup>th</sup> Sacramento, CA 95816. Prospective Proposers may call in through a conference call at (916) 556- 0490 instead of attending in person. The purpose of the meeting is to review the scope of work to be performed and to respond to questions regarding the RFP. RT may summarize, in writing, the questions and responses given at this meeting, in the form of a Letter of Clarification. RT will mail any Letter of Clarification to all Proposers that received a copy of the RFP, at least 5 working days prior to the Proposal submittal deadline. Letters of Clarification are provided

for reference only, will not be binding on RT, and will not become part of the Contract.

If any Proposer contemplating submission of a Proposal believes that there is an error in this RFP, is in doubt as to the true meaning of any part of this RFP, objects to any contract provision, or needs an extension of time, the Proposer may submit a written inquiry or request to RT addressed to Colleen Trant, Procurement Analyst II, not later than 10 working days prior to the Proposal submittal deadline. Written responses that are published either in the form of a Letter of Clarification or in an addendum to this RFP will be mailed to all parties that received a copy of this RFP at least 5 working days prior to the Proposal submittal deadline. Addenda to this RFP will be binding on RT and will become part of the Contract. If necessary, RT may extend the Proposal submittal deadline to allow Proposers sufficient time to respond to any addenda. Any oral or informal written explanations or interpretations of the documents, including any Letter of Clarification are not binding on RT. Only addenda issued by RT effectuate changes to the RFP and are binding on RT.

## B. Proposal Format and Content

### 1. Submittal Format

Proposals must be prepared using the following format: Part Contents

--	Letter of Transmittal
1	Contract Understanding
2	Contract Staffing and Experience
3	Project Work Plan
4	Price Proposal
5	Certifications
6	Exceptions to the Contract
7	Appendices

Each part should be clearly defined and tabbed for easy reference. A Proposal that does not address all of the required submittals and associated documentation may be deemed non-responsive. No oral, telephonic or faxed proposals will be considered. A Proposer submitting a non-responsive Proposal will not be eligible for award.

RT considers the Proposal content and completeness to be most important. Clear and effective presentations are preferred. Elaborate, decorative,

extraneous, colored, and non-recyclable materials are strongly discouraged. The Proposal must be submitted in an 8-1/2" x 11" format, with foldouts from this basic size provided as necessary. The cover must clearly contain the RFP title and the Proposer's firm name(s).

## **2. Submittal Content**

Letter of Transmittal - The letter of transmittal must be signed by an officer authorized to make a binding commitment for the firm(s) submitting the Proposal. Failure to submit a properly-signed transmittal letter may render the Proposal non-responsive. The letter of transmittal must be addressed to Colleen Trant, Procurement Analyst II and should include:

- An identification of the firm(s) involved in the Proposal. If Proposer is a joint venture, Proposer must include a statement acknowledging that all parties to the joint venture will enter individually into a contract with RT and on behalf of the joint venture, and state the joint venture's name.
- A statement that the Proposer has reviewed the insurance requirements and the sample contract.
- A statement that the Proposal and its terms will remain in effect for 120 calendar days after the deadline for receipt of the Proposal by RT.
- A contact person to be notified of the Selection Committee's decision and coordinate negotiations, if necessary, including a telephone number, fax number, email and physical mailing address.
- The name of the individual(s) with authority to bind the company during the 120-day period following submission of the Proposal.
- The legal form of the firm, i.e., sole proprietor, partnership, corporation, etc. If the firm is a corporation, the state in which the company was incorporated must be identified.

### Part 1 - Contract Understanding \_

The Proposal must contain a description of how Proposer intends to organize its approach to the Project. Proposer must describe how it perceives its role, and any subconsultant(s) roles, in carrying out the responsibilities required to complete the work set forth in this RFP. Proposer must address the specific challenges and opportunities it foresees for this Contract.

## Part 2 - Contract Staffing and Experience

The Proposal must identify key personnel who are to be assigned to the Project. An organization chart for the Contract must be provided. The chart must indicate how Proposer intends to structure the work effort, and identify the Contract Manager, Technical Lead (if different), and all other key personnel.

The Proposed Contract Manager must have the responsibility and authority to commit budget and resources, and to direct and accomplish the scope of services. The Contract Manager and Technical Lead must be experienced in managing a team of diverse professionals.

Each key person identified in the organization chart must be identified by name, and a resume or profile must be provided for each key staff person. Each resume or profile must be complete and concise, featuring experience that is most directly relevant to the task or responsibility that the individual will be assigned. If an individual is assigned to more than one position, the relevant experience must be indicated for each task assigned.

Contract services must be performed by the key personnel indicated in the original Proposal. Replacements required during the RFP evaluation process due to extraordinary and unforeseen circumstances may be accepted by RT and the evaluation will be based on the qualifications of the replacement. After a Notice to Proceed is issued, Proposer must not replace key personnel listed in the Proposal unless the personnel are approved by RT in writing prior to their performing services. Resumes of replacements must be submitted to RT with all applicable information.

A complete and accurate description of the firm's experience relevant to this Project must be provided. At least two recent client reference check contacts, which may not include current or former RT employees, must be provided for each firm proposed, and for the proposed Contract Manager and Technical Lead.

## Part 3 - Project Work Plan

In this Part, the Proposer must outline its technical proposal for achieving the objectives set out in the Project Scope in Section VI of this RFP. The Work Plan must provide a narrative description of the plan for achieving RT's objectives, including any substantive or procedural innovations used by Proposer that are applicable to the products and services described in this RFP. In addition to the narrative, Proposer must complete the conformance check list included as Proposal Form V-1 to identify the features that will be offered to RT.

The Work Plan must include an implementation plan and schedule designed to meet RT's go live date with at least the minimum required elements. For

elements that cannot be delivered at RT's initial "go live" date of January 1, 2017, Proposer must identify a specific schedule for future performance.

The work of each subconsultant must be identified as part of this effort.

Proposer's Work Plan will be used in conjunction with Section VI, Project Scope, for performance of this Contract. The Work Plan must reflect Proposer's interpretation of the Project Scope, and the requirements and guidelines stated in this RFP; repetition or restatement of Section VI will not adequately demonstrate the Proposer's understanding of the Project Scope.

Proposer must also clearly describe any facilities, RT personnel, data, and other requirements that RT will be expected to provide.

#### Part 4 - Price Proposal

RT is open to different pricing models for the services offered and recognizes that a single fee structure/type may be inappropriate to cover all services offered and invites Proposers to offer varied pricing structures and models which could include, but are not limited to: flat fees, percentage of revenue collected, a hybrid of these two approaches, hourly rates for additional services, etc. The Pricing Proposal should distinguish between purchases by a single user, bulk purchases of regular fare media at full price, discount bulk purchases of fare media, and arrangements with colleges and universities for semester passes through which RT receives payment based not on units of media sold but on either number of trips taken (using survey data) or number of units taken by students claiming the pass. If the proposed technical solution requires the acquisition of

Proposer must submit at least one Price Proposal that covers all services required to achieve RT's minimum objectives, from Contract execution to ongoing software support and maintenance and, in addition, offers pricing for optional or additional functionality. Proposer may, if desired, submit alternative pricing proposals for RT's consideration. RT anticipates that the Price Proposal will be subject to negotiation.

#### Part 5 – Certifications

Each Proposer must sign and submit the following as Part 5 of its Proposal. These documents are located in Section V of the RFP. Only Prime Proposers are required to sign and submit the Certifications with Proposals. If any certifications are subsequently required from the successful Proposer's team of subconsultants, they must be submitted to RT before the Contract with the successful Proposer is executed.

- Receipt of Addenda
- Interests and Gratuities Certification

- Certification Regarding Organizational Conflicts
- Certification Regarding RT's Form of Agreement
- SBE Form (if preference is sought)

Also, prior to Contract award, the selected Proposer must submit a Campaign Contribution Disclosure Form disclosing any campaign contributions in the aggregate of more than \$250 made by the Proposer or its agents to any RT Board member within the 12 months preceding issuance of this RFP.

#### Part 6 – Exceptions to the Contract

RT expects the selected Proposer to enter into RT's Form of Agreement, including all of the terms and conditions set forth in this RFP. However, RT affords Proposers an opportunity, in Part 6 of the Proposal, to identify exceptions to any terms and conditions set forth in the RFP and offer, for RT's consideration, proposed changes to those terms and conditions. Proposer must clearly identify each and every proposed contract exception in Part 6 of its Proposal. RT will not consider any exceptions to the contract terms and conditions not listed in Part 6 of the Proposal.

RT will not review the contract exceptions as part of its evaluation of the Proposal. If RT determines through its evaluation process that Proposer is the highest-ranked Proposer, or is within the competitive range, RT will review Proposer's contract exceptions. With respect to each exception, RT reserves the right, in its sole and absolute discretion, to reject the exception outright, negotiate with Proposer regarding the exception, or make the requested modification. RT may deem Proposer non-responsive and proceed to negotiate with the next- highest ranked Proposer, if Proposer is unwilling to enter into the Contract after a reasonable period of negotiation regarding the exceptions.

Proposer must certify, using the form in this RFP, Section V, Proposal Forms, "Certification Regarding RT's Form of Agreement," that any necessary internal reviews and/or approvals, including but not limited to reviews by Proposer's legal counsel or contract administrator, of the RFP terms and conditions have been completed and, unless otherwise noted on the form, Proposer is prepared to enter into the Contract on the terms and conditions specified in the RFP. Proposer must certify, on the same form, that Proposer accepts all terms and conditions of the RFP without exceptions, including use of the RT Form of Agreement, or, alternatively, that Proposer has identified all contract exceptions in Part 6 of its Proposal.

#### Part 7 – Appendices

Proposer must carefully examine the RFP for required documentation not specifically covered in Parts 1 through 6 above, and must place such documentation in an appendix. Information considered by Proposer to be

pertinent to this Contract, but not specifically requested in this RFP, may also be placed in an appendix. Proposer is reminded that this is not an invitation to submit voluminous amounts of extraneous material.

### **3. Modification or Withdrawal of Proposals**

Modifications to Proposals will not be considered. A Proposal may be withdrawn upon request by the Proposer without prejudice, provided that the request is in writing, has been executed by the Proposer or the Proposer's duly-authorized representative, and has been filed with RT prior to the deadline for submittal of Proposals.

### **4. Rejection of Proposal**

Unauthorized conditions, limitations, or provisions attached to a Proposal may cause its rejection. It is recognized that each Proposer may have unique methods of service delivery. It is not the intention of this RFP to disqualify a Proposer due to variations in service delivery that do not affect quality or performance. Any Proposal offering professional services equivalent to or better than those requested will receive full consideration for award.

RT reserves the right to reject any and all Proposals received, or to negotiate separately with any Proposer in any manner necessary to serve RT's best interests.

RT may elect not to award a contract and will not be responsible for any cost to any Proposer associated with preparing the information solicited or obtained.

Non-acceptance of any responsive Proposal will not imply that the Proposal is deficient. Non-acceptance of any Proposal will mean that another accepted Proposal was deemed to be more advantageous to RT.

All material submitted becomes the property of RT and may be returned only at RT's option.

## **C. Proposal Evaluation**

### **1. Evaluation Procedures**

Proposals received that conform to the instructions provided in this Section of the RFP will be evaluated by a Selection Committee designated by RT. Proposals must comply with the requirements of this RFP to be deemed responsive. The evaluation will be performed using the criteria described herein and shown on the attached Proposal Evaluation Form. The evaluation process will result in a rank ordering of firms based upon qualifications and price. Firms that are within the competitive range will be required to do a live presentation of the proposed

mobile application as part of the final ranking process, based on a short-listing of firms. After the presentation, the Proposals will be re-scored, using the same evaluation criteria published in this RFP and considering the information that was provided as part of the presentations. Previous clients of each Proposer may be contacted regarding the Proposer's past performance. Responses of previous clients may be considered as part of the proposal evaluation process.

If RT receives only one proposal or if because of some disqualifying action only one responsive and responsible proposal remains to be considered, RT will determine whether such proposal is fair and reasonable. RT may perform cost and price analysis to make such determination. If there is only one responsive Proposer, that Proposer must permit RT or its designee to review its cost records at reasonable times to determine whether the proposal is fair and reasonable.

## **2. Evaluation Criteria**

RT's evaluation criteria for responsive Proposals are listed on the Proposal Evaluation Form on following page. Ranking will be based on a maximum of 100 points, using a scoring range of 1 to 10, and weighted as indicated on the Form. The highest ranking for each category will be based on the Proposal material submitted, presentation of mobile application, and what is deemed most reasonable, logical, appropriate, insightful and advantageous to RT. The firm(s) submitting a responsive Proposal with the highest total weighted score, based on composite scoring of the Selection Committee, and including any applicable SBE/LBE point preference(s), will be determined to be the most qualified.

## **3. Negotiations**

After evaluation is completed and upon determination of the final ranking, RT will commence contract negotiations with all Proposers within the competitive range for the purpose of finalizing a recommendation of contract award to the RT Board. Contract negotiations will be limited to Proposer's Price Proposal, contract schedule, any changes to the scope of services related to the price proposal negotiations and, if deemed appropriate by RT, negotiations regarding contract exceptions identified in Part 6 of the Proposal.

During the negotiations, the Proposers within the competitive range may be asked to submit a best and final proposal and price (BAFO). If a BAFO is requested, all BAFOs will be scored based on the same evaluation criteria published in this RFP and considering all information provided to RT in the original Proposal, at presentation of mobile application, during negotiations, and in the BAFO. RT reserves the right to make award based on the original proposal without further negotiations.

**MOBILE AND ONLINE TICKETING APPLICATION RFP No.: 2016054**

**PROPOSAL EVALUATION FORM**

Consultant's Name: \_\_\_\_\_

Qualifying Criteria Score	Unweighted Score	Multiplier	Weighted
• Technical Solution Compliance with Mandatory Elements Ability to provide Additional Features	_____	7	_____
• Project Staffing, Experience, and Work Plan	_____	1	_____
<input type="checkbox"/> Price Reasonableness of Price	_____	2	_____

TOTAL WEIGHTED SCORE \_\_\_\_\_ (100 maximum) \_\_\_\_\_

*Unweighted Scoring Range*

Exceptional	Exceeds Objectives	Meets Objectives	Fails to Meet Objectives
(Assigned Scores 9 to 10)	(Assigned Scores 7 to 8)	(Assigned Scores 5 to 6)	(Assigned Scores below 5)

Rating Performed By: \_\_\_\_\_  
(Printed Name)

(Date) \_\_\_\_\_ (Signature) \_\_\_\_\_

## D. RT Proposal and Consultant Policies

### 1. RFP as the Basis for Proposals and Contract

This RFP, including any addenda, represents the most definitive statement RT will make concerning information upon which Proposals are to be based. Any information, verbal or written, that is not contained in this RFP and addenda thereto will not be considered by RT in evaluating the Proposals and will not be binding on RT.

### 2. Agency Right to Waive Minor Irregularities

RT reserves the right to waive minor irregularities in the proposal process or to modify the selection process and timeline as it deems necessary.

### 3. Role of Consultant

The division of work among the selected Consultant and any proposed subconsultant is left to the selected Consultant to identify in assembling a team to perform the scope of services. The selected Consultant must manage, control, review and approve all subcontract work and services for the total Contract. The selected Consultant will be responsible for the quality and timeliness of all subconsultant work and must coordinate all subconsultant activities. The selected Consultant must keep RT apprised of any problems faced and provide regular progress and budget reports.

The selected Consultant must ensure that all subcontract work conforms to the Contract. Use of any subconsultants not identified in the Proposal will be subject to written approval by RT.

### 4. Limitation and Award of Contract

RT intends to award a Contract to the Proposer offering the proposal most advantageous to RT. This RFP does not commit RT to award a Contract. RT reserves the right to reject all Proposals. If RT rejects all Proposals, the solicitation may be abandoned, readvertised, or performed in any manner authorized under the RT Procurement Ordinance or applicable law.

The contents of the successful Consultant's Proposal will be incorporated into the resulting contract. RT's Sample Contract is included in Section III of this RFP. RT reserves the right to rescind the Contract award if the selected Consultant is unable or unwilling to enter into a contract substantially identical to the Sample Contract, or the Contract as mutually negotiated, within 20 days from the date it is sent to the selected Consultant for execution.

Proposals will be made available, upon request, for copying or inspection when the Board approves a contract or contract(s) for the work that is the subject of this RFP.

## **5. Debarred Bidders**

Proposer, including any of its officers or holders of a controlling interest, must inform RT whether or not it is or has been on any debarred bidders' list maintained by the State of California or any federal agency. If Proposer is added to such a list during the performance of this Contract, it must inform RT.

## **6. Disclosure of Interests and Gratuities**

Proposer, including any of its officers or holders of a controlling interest, must inform RT whether or not it has any conflict of interest or has provided gratuities or Campaign Contributions to RT officers or employees as set out in Section V, Proposal Forms.

## **7. Disclosure of Proposal Information**

Once submitted, Proposals become a matter of public record. Where a Proposer submits technical or business information that is claimed to be "trade secret" or confidential, Proposer must so indicate by delineating each section of the Proposal with the heading "Confidential." RT will give consideration to the claim of confidentiality. However, Proposers should understand that RT has reservations as to whether any such information is exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq). RT will notify a Proposer if it receives a request for release of information identified as confidential by Proposer. By submitting its Proposal, Proposer agrees that RT will not be held liable for releasing information pursuant to a Public Records Act request.

If any information is set apart and clearly marked "confidential" when it is provided to RT, RT will give notice to Proposer of any request for the disclosure of such information. Proposer will then have 5 days from its receipt of such notice to enter into an agreement with RT providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by RT in, any legal action to compel the disclosure of such information under the California Public Records Act. Consultant will have sole responsibility for defense of the designation of such information.

## **8. Use of RFP Ideas**

RT reserves the right to use any or all of Proposer's ideas as set forth in its Proposal. Selection or rejection of the Proposal does not affect this right.

## **9. Facilities and Resources**

Proposer must furnish all equipment, facilities, labor, supervision, and any and all other required materials and services, except as set out in Section VI, [Contract Scope](#), or as otherwise specified in its Proposal. No RT resources (personnel, facilities or equipment) will be provided unless agreed upon in writing.

### **E. RT Bid/Proposal Protest Procedure**

#### **1. Scope of Protest Procedure**

This Article specifies procedures for interested parties to protest the following RT staff actions:

- a. A written notice denying a bidder's or proposer's request for a change in a solicitation document.
- b. A written notice to bidder or proposer that it has been deemed not responsible or non-responsive.
- c. A written recommendation to the Board or General Manager/CEO to award a contract to a particular bidder or proposer.

#### **2. Effect of Protest on Contract Award or Bid Opening**

When a protest has been properly filed prior to Contract award, the Board or General Manager/CEO will not award the Contract prior to issuance of a final decision on the protest. When a protest has been properly filed before the opening of proposals or bids, bids will not be opened or evaluated prior to the Board's or General Manager/CEO's decision on the protest.

#### **3. Release of Protest Information**

Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:

- a. The withholding of information is permitted or required by law or regulation; and
- b. The information is designated proprietary by the person submitting the information to RT. If the person submitting material to RT indicates that the material contains proprietary material that should be withheld, a statement advising of this fact must be affixed to the front page of the material submitted and the alleged proprietary

information must be specifically identified in the body of the materials wherever it appears.

#### **4. Maintenance of Protest Records**

The General Manager/CEO, or his/her designee, will maintain a written record of each step taken in every protest. The record will list dates of each event and photocopies of all correspondence sent and/or received by RT pertaining to the protest. These records will be retained for at least 3 years from the date each protest is resolved.

#### **5. Inclusion of Protest Procedures in Solicitations**

A copy of this Bid/Proposal protest procedure will either be included in every solicitation document issued by RT, or be referenced in every solicitation document issued by RT with a statement that a copy of this Bid/Proposal Protest Procedure will be provided immediately when requested.

#### **6. Who May File a Protest**

Protests may be filed only by interested parties. Interested parties are defined as actual or prospective bidders or proposers for an RT Contract and subcontractors or suppliers at any tier whose direct economic interest would be affected by an award or failure to amend a Contract, a provision of the solicitation documents, or a bid or proposal submitted to RT by a prime contractor, or by the interpretation of the provisions of such documents. Submission of a bid or sub-bid protest will be deemed a waiver of any protest to any provision of the solicitation documents that is not the subject of the protest, and entitle the bidder/proposer or sub-bidder/sub-consultant only to protest any subsequent recommendations/decisions of RT staff, the General Manager/CEO, or the Board to disqualify the bidder/proposer, reject its bid/proposal, or award the Contract.

#### **7. Time For Filing a Protest**

Protest to any particular provision of the solicitation document must be received by RT no later than 10 working days prior to the date established in the solicitation document as the deadline for submittal of bids or proposals. Protests of a determination that a bidder or proposer is not responsible or non-responsive must be received by RT no later than 10 working days from the date of the letter providing notice of the determination. Protests of a staff recommendation to the General Manager/CEO or the Board pertaining to the award of a contract must be

received by RT no later than 10 working days from the date of the letter providing notice of the staff recommendation.

## **8. Form For Filing a Protest**

Protests must be addressed to the Sacramento Regional Transit District General Manager/CEO, 1400 29th Street (Box 2110), Sacramento, CA 95816 (95812-2110). Protests must be in writing and contain a statement of the ground(s) for protest. At least three copies of the protest and supporting documentation must be submitted by the protestor in the time and manner specified in this Article. The General Manager/CEO, or his/her designee, will provide notice, by telephone or by letter, to all bidders or proposers known to RT for the procurement that is the subject of the protest. Such notice will state that a protest has been filed with RT and identify the name of the protestor. The notice must be given not more than 5 working days after receipt of a properly filed protest. The notice will state that interested parties will receive further information relative to the protest only if they submit a written request to the General Manager/CEO.

## **9. RT's Preliminary Response to a Protest**

All RT responses to a protest will be issued in writing. The General Manager/CEO will designate an RT staff person who, not more than 10 working days after receipt of a properly-filed protest, will prepare and mail the following information to the protestor and all interested parties requesting such information:

- a. A preliminary staff response to the protest, including a brief explanation of the rationale supporting the response; and
- b. The proposed time, date and place of the meeting at which the protestor and RT staff will attempt to resolve the protest, if such a meeting is appropriate in the judgment of the General Manager/CEO.

Within 5 working days after the meeting or, RT will provide a further response to the protestor either upholding or modifying the preliminary staff response. Within 5 working days after the further response is mailed or, if no meeting is scheduled, within 10 calendar days after the date RT's first response was mailed, the protestor must give the General Manager/CEO written notice that the protest is withdrawn or, alternatively, that the protestor requests further consideration of the protest. If the protestor fails to deliver such notice to the office of the General Manager/CEO within the specified time, the protest will be deemed withdrawn.

## **10. Further Investigation of Protest**

If a protest is not withdrawn pursuant to Section 9, the General Manager/CEO or his/her designee will further investigate the protest. The General Manager/CEO may contract for third-party consulting services to investigate a protest, when necessary. The General Manager/CEO may negotiate with the protestor and other interested parties to share the cost of such consulting services. As part of the investigation, the General Manager/CEO or his/her designee will establish reasonable times when RT, the protestor, and other interested parties will exchange all documents and arguments relevant to the protest.

Upon written request of the protestor, the General Manager/CEO may forward the protest and RT staff response to the Board (if the Board is the awarding authority) for decision without further investigation of the protest by the General Manager/CEO. If the General Manager/CEO elects to proceed without further investigation of the protest, the prior RT staff response will be the recommendation of the General Manager/CEO and the General Manager/CEO will proceed as set out in Section 12.

## **11. General Manager/CEO's Recommendation or Decision**

Following investigation, the General Manager/CEO will distribute to the protestor, and all interested parties requesting such information, either a written decision, if the General Manager is awarding authority, or a written recommendation that the General Manager/CEO will submit to the Board to resolve the protest, if the Board is the awarding authority. The General Manager/CEO's written decision is final. Upon issuance of the General Manager/CEO's decision, any interested party may appeal to a court of competent jurisdiction, if such forum exists, or file a protest directly with FTA if any resulting contract is funded by FTA and the protestor meets the FTA definition of an "interested party." Within 5 working days after the date of the letter transmitting the General Manager/CEO's recommendation on the protest, the protestor must notify the General Manager/CEO in writing either that the protest is withdrawn or that the protestor requests the protest continue to the Board for decision. If the protestor fails to submit such a notice, the protest will be deemed withdrawn and all proceedings will cease.

## **12. Submittal of Protest to the Board**

If the protest is continued to the Board for resolution, the protestor, and all interested parties requesting such information, will be notified of the date, time and place of the Board's hearing at which the protest will be considered; and the date by which the protestor and other interested parties must submit written comments with respect to the

recommendation. The date established by the General Manager/CEO for submittal of comments by the protestor and other persons will allow a reasonable period for rebuttal and may vary according to the complexity of the particular protest.

A copy of the agenda package sent to Board members prior to a protest hearing will be sent to the protestor and sent or made available to any interested person at least 5 working days before the hearing and will include the General Manager/CEO's recommendation and all written comments received from the protestor and other persons within the submittal period. If the General Manager/CEO has revised his/her recommendation since its distribution, a written description of the new intended decision and the reason(s) for revision will be sent to the protestor and sent or otherwise made available to any interested person.

### **13. Board of Directors' Decision**

At the Board meeting scheduled for the protest hearing, the Board, in its discretion, may conduct the hearing and/or continue the hearing to a subsequent Board meeting, or hire an impartial hearing officer to conduct a hearing and prepare a written recommended decision including findings of fact.

At the hearing, the Board Chair or hearing officer may announce procedural rules, including those that are reasonably necessary to preclude repetitious or irrelevant testimony. RT staff, the protestor, and any interested party as defined in Section 6 may present evidence relating to the protest. If either party arranges for the use of a court reporter to transcribe the hearing, the other party must share the cost of transcribing the hearing if it requests a copy of the transcript.

If an impartial hearing officer conducts the hearing, the General Manager/CEO will provide written notice to the protestor, and all interested parties requesting such information, of the date, time and place of the RT Board meeting at which the hearing officer's recommendation will be considered for adoption, and the date that the protestor must provide written comments for submittal to the Board. A copy of the documents pertaining to the protest that are provided to the Board with its meeting agenda will be sent to the protestor at least 5 days before the meeting.

In rendering its decision on the protest, the Board, in its discretion, may adopt the decision recommended by the General Manager/CEO, adopt the written recommendation and findings of fact prepared by a hearing officer, or adopt a separate decision. The protestor and all interested parties will be notified in writing of the final decision of the Board within 30 calendar days from the date of the Board meeting. Failure of the Board to

reach a final decision or failure to send the written notification of the Board's decision within the prescribed time frame are grounds for any interested party to appeal to a court of competent jurisdiction, if such forum exists, or to file the protest directly with FTA for federally-funded projects if the protestor meets the FTA definition of an "interested party."

#### **14. Waiver of Damages**

By submitting a bid/proposal or sub-bid/sub-proposal, each bidder/proposer and sub-bidder/sub-proposer agrees that in the event that it submits any protest to the terms of the solicitation documents or to any subsequent decision of RT staff, General Manager/CEO or Board, RT retains the discretion to reject all bids/proposals or to make no decision whatsoever. If the RT General Manager/CEO rejects all bids/proposals for any reason, or if the General Manager or Board overrules any protest and awards the Contract, the protesting entity waives all claims, rights and causes of action for loss of anticipated profits from the Contract or any subcontract, regardless of whether RT's decision is subsequently invalidated by a court of law. RT will be deemed to have relied to its detriment on such waiver in deciding either to reject all bids/proposals or to award the Contract. Any attempted reservation of rights waived herein will be grounds to reject a bid or proposal as non-responsive.

### **III. CONTRACT**

### **III. CONTRACT**

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<b>PART 1</b>	<b>SAMPLE CONTRACT</b>
<b>PART 2</b>	<b>RT GENERAL CONTRACT PROVISIONS</b>

## SECTION III PART 1

### SAMPLE CONTRACT

for

### MOBILE AND ONLINE TICKETING APPLICATION

THIS CONTRACT is made at Sacramento, California, as of \_\_\_\_\_, 20\_\_, by and between **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation ("RT"), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Consultant"), who agree as follows:

#### 1. DESCRIPTION OF SERVICES, STAFFING AND WORK SCHEDULE

Consultant must provide RT the services described in the Contract Documents ("Scope of Services"), in the time, manner, and in accordance with the terms and conditions set forth therein. Consultant may not commence services until RT issues a written Notice to Proceed. The person designated to give and receive RT notices and other communications under Article 8 entitled "Notices," will administer this Contract for RT.

#### 2. CONTRACT DOCUMENTS

Each and every term, condition, and provision of the Contract Documents is incorporated herein by reference as though set forth in full. The Contract Documents consist of each and every one of the documents hereinafter enumerated, and any conflict or discrepancy between any of the documents will be resolved in accordance with the order of precedence hereinafter enumerated:

FIRST: This Writing  
SECOND: Addenda to RT Request for Proposals for Mobile and Online Ticketing Application dated \_\_\_\_\_(Exhibit 1)

THIRD: RT Request for Proposals for Mobile and Online Ticketing Application dated \_\_\_\_\_(Exhibit 2) in the following order of precedence:

- a. RT General Contract Provisions (Section III, Part 4)
- b. Special Conditions (Section IV)
- c. Project Scope (Section VI)
- d. Proposal Requirements (Section II)
- e. All remaining provisions of the Request for Proposal, exclusive of the Sample Contract (Section III, Part 1)

FOURTH: Consultant's Pricing Proposal dated\_\_\_\_\_(Exhibit 3)

FIFTH: Consultant's Proposal dated\_\_\_\_\_(Exhibit 3)

### **3. TOTAL CONSIDERATION**

The total consideration payable to Consultant may not exceed the sum of \$\_\_\_\_\_ unless an increase is approved in a signed written amendment to this Contract.

### **4. METHOD OF PAYMENT**

Compensation is based on Consultant's Proposal and as set forth in the Contract Documents.

### **5. RT REQUESTED CHANGES**

RT may, by written order, authorize changes to the Scope of Services described in this Contract. Changes and additions that cause an increase in the cost or time required for performance of the agreed-upon services will be made only pursuant to an amendment to this Contract signed by RT and Consultant. Deletions from the Scope of Services may be made at any time at the sole discretion of RT. Payment for any partially- completed work element will be made in proportion to the percentage of completion of the work element deleted in accordance with the cost schedule or rates set forth in the Contract, unless Consultant demonstrates that this method of compensation materially underestimates Consultant's actual costs. In that event, the parties will negotiate an equitable adjustment and payment will be made pursuant to the terms of an amendment to this Contract signed by RT and Consultant.

### **6. CONSULTANT REQUESTED CHANGES**

Consultant will not be compensated for work outside the Scope of Services described in this Contract, unless, prior to the commencement of such services:

- A. Consultant notifies RT in writing that it believes a change to the Scope of Services is necessary. Such notice must explain the circumstances giving rise to such belief and must set forth a proposed course of action, including a breakdown of any proposed adjustment in compensation resulting therefrom; and
- B. RT approves the additional services as being outside the Scope of Services and the amount of compensation; and
- C. The parties execute an amendment describing the additional service and compensation therefor.

### **7. TERM**

This Contract will be effective as of the day and year first hereinabove appearing and continue until December 31, 2019, unless RT exercises its options to extend the

contract for one or two additional years or unless the Contract is terminated as set forth herein.

## **8. NOTICES**

All notices and other communications under this Contract must be in writing and must be deemed to have been duly given (i) on the date of delivery, if delivered personally to the party to whom notice is to be given, or if made by telecopy directed to the party to whom notice is to be given at the telecopy number listed below, or (ii) at the earlier of actual receipt or the second business day following deposit in the United States mail, postage prepaid. Notices and other communications must be directed to the parties at the addresses shown below. A party may change its person designated to receive notice, its telecopy number, or its address from time to time by giving notice to the other party in accordance with the procedures set forth in this Article.

RT:	SACRAMENTO REGIONAL TRANSIT DISTRICT
Attn:	Director, Finance and Treasury
P.O. Box 2110	
Sacramento, CA 95812-2110	
	Phone: 916-557-4671
	Fax: 916-321-2820

Consultant:

Phone:  
Fax:

## **9. AMBIGUITIES**

The parties have each carefully reviewed this Contract and have agreed to each term of this Contract. No ambiguity is presumed to be construed against either party.

## **10. INTEGRATION**

This Contract embodies the entire agreement of the parties in relation to the scope of services herein described, and no other understanding, whether verbal, written or otherwise, exists between the parties.

Executed as of the day first above stated.

**\*\*  
TRANSIT DISTRICT**

**SACRAMENTO REGIONAL**

By: \_\_\_\_\_ By: Name:  
JAY SCHENIRER, Chair

Title:

By: \_\_\_\_\_ By: Name:  
MICHAEL R. WILEY  
General Manager/CEO

Title:

Approved as to Content and Funding:

By: \_\_\_\_\_  
HENRY LI

FID:  
AGM Administration

By: \_\_\_\_\_  
RT Attorney

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## **RT GENERAL CONTRACT PROVISIONS**

### **1. TIME FOR PERFORMANCE**

- A. Consultant must devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for satisfactory accomplishment of Consultant's obligations under this Contract. Consultant must comply with the project schedule for the performance of services included in the Contract Documents.
- B. Neither party will be considered in default of this Contract by reason of any failure to perform in accordance with the schedule set out in this Contract if such failure arises out of an excusable delay. A default of Consultant's subconsultant at any tier will be presumed to be within the control of the Consultant unless caused entirely by an excusable delay. If the failure to perform of either Consultant or RT is caused by the default of a third-party consultant or contractor to RT, and if the default arises out of causes beyond the control of all the parties, and without the fault or negligence of any of them, neither Consultant nor RT will be in default by reasons of any such failure to perform.
- C. As used herein, the term "excusable delay" means one or more of the following: Acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, but in every case the failure to perform must be beyond the control and without the fault or negligence of the non-performing party. If Consultant suffers a delay because of cause(s) as described herein, RT may, upon receiving Consultant's fully-documented and supported written request timely made, make an equitable revision in the Contract schedule or other terms of the Contract as appropriate.

### **2. LICENSES, PERMITS, TAXES, ETC.**

Consultant represents and warrants to RT that it has all licenses, permits, City/County Business Operations Tax Certificate(s), qualifications and approvals legally required for Consultant to provide the services required by this Contract. Consultant represents and warrants to RT that Consultant will, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits, and approvals legally required for Consultant to provide the services required by this Contract.

### **3. WORK IS PROPERTY OF RT**

Under this Contract, Contractor is providing custom-configured web and mobile applications for use by RT and its customers. During the term of this Contract, RT has a royalty-free license to use the software for any RT purpose whatsoever, and to reproduce and redistribute reports generated by the software for use in managing its transit operations. but RT does not have the right to permit others to use the software for any commercial purpose, with the exception that other public transit agencies may use the applications as further set forth in this Contract. Other than the royalty-free license to use the software, nothing herein will be construed to transfer to RT any rights in the software covered by a patent or copyright. Upon termination of this Contract, RT

must be able to export all information and reports generated by the software in a format readable by widely-available software (for instance, an Excel file).

#### **4. REPORTS**

If Consultant prepares, in whole or in part, any document or written report for which the cost of the work performed by Consultant exceeds \$5,000, then the document or report must contain the number and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report. The contract and subcontract numbers and dollar amounts must be contained in a separate section of the document or written report.

When multiple documents or written reports are the subject or product of this Contract, the disclosure section may also contain a statement indicating that the total Contract amount represents compensation for multiple documents or written reports. (Cal. Gov. Code § 7550).

#### **5. PERSONNEL**

Consultant must assign only competent personnel to perform services pursuant to this Contract. Consultant must provide all staff necessary for completion of the services under this Contract. If RT, at its sole discretion, at any time during the term of this Contract, desires removal of any person or persons assigned by Consultant to perform services pursuant to this Contract, Consultant must remove any such person immediately upon receiving notice from RT of its desire for the removal of such person or persons.

#### **6. PROFESSIONAL STANDARDS**

Consultant warrants and guarantees that the work provided under this Contract will be performed and completed in accordance with all applicable legal requirements and will meet the standard of quality ordinarily to be expected of competent professionals in Consultant's and its subconsultants field of expertise. Consultant must comply with all applicable federal, state and local laws, codes, ordinances, regulations, orders and decrees.

#### **7. PERFORMANCE OF KEY PERSONNEL**

The determination to award this Contract to Consultant was based in material part on the qualifications and experience of Consultant and its key personnel. Therefore, Consultant must assign such key personnel to this Contract and such personnel will remain so assigned for the duration of this Contract. Consultant's key personnel must work, respectively, in the capacities described for each such person in Consultant's Proposal. Consultant's failure to perform its obligations under this paragraph will be deemed to be a material breach of this Contract unless such personnel are no longer under the direction and control of Consultant. In addition to any other remedies RT may have under this Contract or at law, upon Consultant's breach, RT may obtain equitable relief requiring Consultant to specifically perform its obligations under this paragraph.

## **8. SUBCONSULTANTS**

Consultant may not subcontract any portion of the work without the prior express written authorization of RT. RT is deemed to have given such authorization with respect to any subconsultant listed in Consultant's Proposal, which is incorporated into the Contract Documents. If RT consents to a subcontract, Consultant is fully responsible for all work performed by the subconsultant.

- A. RT reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Contract.
- B. Any contract or subcontract will require Consultant or its subconsultants, if any, to:
  - 1. Comply with applicable State and Federal requirements that pertain to, among other things, labor standards, nondiscrimination, the Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace.
  - 2. Maintain at least the minimum state-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
  - 3. Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount to be determined by RT that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by Consultant or any subconsultant in performing work associated with this Contract or any part of it.
  - 4. Retain all books, records, accounts documentation, and all other materials relevant to this Contract for a period of 3 years from this Contract's termination date, or 3 years from the conclusion or resolution of any and all audits or litigation relevant to this Contract and any amendments, whichever is later.
  - 5. Permit RT and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Contract for the purpose of monitoring, auditing, or otherwise examining those materials.

## **9. CONFIDENTIALITY**

Consultant, its officers and employees may not, either during or after the term of this Contract, disclose to any third party, including subconsultants, any confidential information relating to the work of RT without the prior written consent of RT. If RT gives Consultant written authorization to make any disclosures, Consultant may make disclosures within the limits and to the extent of that authorization.

All proprietary and other information received by RT from Consultant, whether received in connection with Consultant's Proposal to RT or in connection with any services performed by Consultant, will be disclosed upon receipt of a request for disclosure pursuant to the California Public Records Act; provided that if any information is set apart and clearly marked "trade secret" or "confidential" when it is provided to RT, RT will give notice to Consultant of any request for the disclosure of such information.

Consultant will then have 5 days from its receipt of such notice to enter into an agreement with RT providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by RT in, any legal action to compel the disclosure of such information under the California Public Records Act. Consultant will have sole responsibility for defense of the "trade secret" or "confidential" designation of such information.

## **10. RELEASE OF INFORMATION/PROMOTIONAL MATERIALS**

Before releasing any public information, including reports or promotional materials, prepared in connection with this Contract, Consultant must provide a copy to RT for prior review and approval.

## **11. COVENANT AGAINST CONTINGENT FEES**

Consultant covenants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; excepting bona fide employees or bona fide established commercial or selling agencies (as defined in 49 C.F.R. Section 3.401) maintained by Consultant for the purpose of securing business. For breach or violation of this covenant, RT will have the right to cancel this Contract without liability for payment for any services provided or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## **12. COVENANT AGAINST GRATUITIES**

### **A. Prohibited Conduct**

1. During the term of this Contract, Consultant, its officers and employees and their immediate families are prohibited from offering or giving a gratuity in any form including, without limitation, entertainment, favors, loans, gifts or anything of greater than nominal value for any reason, including personal, non-business related reasons to any RT officer or employee or their immediate families. For the purpose of this section, nominal value means anything: (1) having an aggregate value of \$35.00 or less per year; or (2) any perishable item (flowers or food) of any value, except that prepared meals are subject to the \$35.00 limit. A campaign contribution is not a gratuity and is not prohibited by this section.
2. Violation of subparagraph A(1) of this provision is a material breach of this Contract, and RT will have the right to debar Consultant from participating at any tier in any RT contract for a period of up to 5 years.
3. Consultant must include a copy of subparagraphs A(1) and A(2) of this provision in any agreement it makes with its subconsultants.

### **B. Covenant**

Consultant covenants that, prior to award of this Contract, Consultant has disclosed (using the Interests and Gratuities Certification that is incorporated into this Contract by this reference) any gratuity, as described above, that it, its officers, employees or their immediate families have offered or given to any RT

officer, employee or their immediate families for any reason, including personal non-business-related reasons within the 12 months prior to award of this Contract. Consultant must provide an amended Certification with the executed Contract if Consultant gives or offers any gratuity after submission of the initial Certification that will be incorporated into this Contract by reference.

### **13. CONFLICT OF INTEREST**

#### **A. Prohibited Interests**

1. During the term of this Contract, Consultant, its officers, employees and their immediate families may not acquire any interest, direct or indirect, or accept any employment or engage in any consulting work, that would create a conflict with RT or conflict with the performance of services to be performed under this Contract.
2. Violation of subparagraph A(1) is a material breach of this Contract, and RT will have the right to debar Consultant from participating at any tier in any RT contract for a period of up to 5 years.
3. Consultant must include a copy of subparagraphs A(1) and A(2) of this provision in any agreement it makes with its subconsultants.

#### **B. Covenant**

1. Consultant covenants that, prior to award of this Contract, Consultant has disclosed (using the Interests and Gratuities Certification) any present interest and any interest existing within 12 months prior to award of this Contract including, without limitation, any business or personal relationship that creates an appearance of a conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Consultant must provide an amended Certification with the executed Contract of any disclosable interest acquired or occurring after submission of the initial Certification that will be incorporated into this Contract by this reference. Violation of this covenant is a material breach of this Contract.
2. In addition, Consultant must immediately disclose in writing to the RT General Manager/CEO and Chief Counsel any interest or relationship described in subparagraph B(1) acquired or occurring during the term of this Contract.
3. Violation of the above disclosure obligations is a material breach of this Contract.

### **14. ORGANIZATIONAL CONFLICTS**

Consultant and proposed subconsultants that previously participated, as either a prime consultant or subconsultant, in past RT contracts will be ineligible to participate in this Contract if the Contract award would result in a real or apparent conflict of interest, as defined below. The following is a non-exhaustive list of contracts that RT believes may give rise to a real or apparent conflict of interest:

## No contracts found

Consultant, including its subconsultants, will not be eligible to submit a proposal, bid, or sub-bid as either a prime or subconsultant for any contract subsequently offered by RT if award of the later contract would result in a real or apparent conflict of interest due to the potential for bias or unfair competitive advantage. If the successful Proposer or its subconsultants submits a proposal in violation of this provision for any contract subsequently offered by RT, RT may disqualify the Proposer or the subconsultant. A real or apparent conflict of interest may exist if:

- (1) The quality and objectivity of the work under this Contract might be negatively affected by the Consultant's or subconsultant's interest in the later contract;
- (2) The quality and objectivity of the work under the later contract might be negatively affected by Consultant's or subconsultant's interest in this Contract; or
- (3) Work under this Contract would give the Consultant or subconsultant an unfair competitive advantage over other proposers, bidders, or sub-bidders for the later contract.

This prohibition extends to all affiliates of the successful Proposer and its subconsultants. Affiliate means a corporation or other organization that is related to another corporation or organization by shareholdings or other means of control, including a subsidiary, parent, or sibling corporation/organization.

The existence of a real or apparent conflict of interest will be determined on a case-by- case basis, taking into account all relevant facts to determine whether (a) there is a real conflict of interest or (b) a reasonable person would believe there appears to be a conflict. The following are examples of situations that would likely result in a prohibited conflict of interest:

- ☐ Providing both design and construction services for the same project or portion of a project.
- ☐ Providing both design and construction management services for the same project or portion of a project.
- ☐ Providing both design and project control services for the same project or portion of a project.
- ☐ Providing both construction and construction management services for the same project or portion of a project.
- ☐ Providing both project control and construction services for the same project or portion of a project.
- ☐ Preparing an Environmental Impact Report or Statement while, at the same time, providing design (other than Preliminary Engineering necessary to complete the EIR/S) or construction services that may be affected by the outcome of the EIR/S.
- ☐ Bidding or proposing for a project if the consultant helped develop or draft the specifications, requirements, statements of work, invitations for bids and/or requests for proposals.

Each Proposer is required to complete the certification included in Part V of this solicitation attesting that: (i) it has read and understood the restrictions imposed by this Article; and (ii) that it has informed all subconsultants that they may be subject to restrictions in future contracting.

The obligations set out in this Section will survive the termination of this Contract.

Any Proposer or proposed subconsultant who believes its eligibility for either this Contract or future contracts may be affected by this provision is encouraged to contact Colleen Trant, Procurement Analyst II at (916) 556-0155 with any questions regarding the applicability of this provision.

#### **15. STATEMENT OF ECONOMIC INTEREST**

Intentionally Omitted.

#### **16. TERMINATION FOR CONVENIENCE**

RT, by written notice, may terminate this Contract, in whole or in part, when it is in RT's interest. Consultant will be paid its costs, contract close-out costs, and profit on work performed up to the time of termination. Consultant must promptly submit its termination claim to RT. If Consultant has any property in its possession belonging to RT, Consultant will account for it and dispose of it in the manner directed by RT.

#### **17. TERMINATION FOR BREACH**

Either party has the right to terminate this Contract for breach if the other party is in breach of any material term or condition of this Contract after giving the breaching party written notice of default ("Notice of Default") and providing an opportunity to cure, as set forth in the Article entitled "Opportunity to Cure." In that event, Consultant will only be paid its fees and costs for services performed, as of the effective date of termination, in accordance with the terms and conditions of this Contract. RT reserves the right to offset the damages it incurs as a result of Consultant's breach against any payments owed to Consultant. The foregoing remedy is cumulative and is in addition to any right or remedy that RT may have in law or equity.

If, after termination for failure to fulfill Contract obligations, it is determined that Consultant was not in default, the rights and obligations of the parties will be the same as if the termination had been issued for RT's convenience.

#### **18. OPPORTUNITY FOR CURE**

Either party may terminate this Contract for breach immediately following written notice if the other party is in default as to any of its material obligations hereunder, provided that: (a) the defaulting party has received a written notice containing a reasonably complete description of the default; and (b) the defaulting party has failed to cure the default within 30 calendar days after receiving such notice; provided that if such failure is capable of cure but cannot be cured during such 30-day period, no event of default occurs so long as the defaulting party is diligently attempting to cure and does so within such additional period of time as is approved in writing by the non-defaulting party.

## **19. STOP WORK ORDER**

- A. In addition to the right to terminate or cancel this Contract as provided in the Articles set out above, RT may, at any time, by written order to Consultant, require Consultant to stop all, or any part, of the work called for by this Contract for a period of up to 90 calendar days after the order is delivered to Consultant, and for any further period agreed to by the parties. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this clause. At a minimum, any such Stop Work Order will include the following, in writing:
1. A clear description of the work to be suspended;
  2. Guidance as to the actions to be taken on subcontracts; and
  3. Other suggestions to Consultant for minimizing costs.
- B. Upon receipt of a Stop Work Order, Consultant must forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of 90 calendar days or the lesser period specified after a Stop Work Order is delivered to Consultant, or within any extension of that period agreed upon by the parties, RT may:
1. Terminate the Contract as provided in the Articles titled "Termination for Convenience" or "Termination for Breach"; or
  2. Cancel the Stop Work Order; or
  3. Allow the period of the Stop Work Order to expire.

## **20. COSTS OF STOP WORK ORDER**

If a Stop Work Order is cancelled or the period of the Stop Work Order or any extension thereof expires, Consultant must resume work. An equitable adjustment will be made in the scope or Contract price, or both, and the Contract will be modified in writing accordingly if:

- A. The Stop Work Order results in an increase in the time required for, or in Consultant's costs properly allocable to, the performance of any part of this Contract; and
- B. Consultant asserts a claim for such adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if RT decides the facts justify such action, RT may receive and act upon any such claim asserted at any time prior to final payment under this Contract.

Any cost due to a Stop Work Order issued because of Contract noncompliance will be borne by Consultant.

## **21. INDEMNIFICATION**

To the extent permitted by law, Consultant does hereby assume liability for, and agrees to defend, with counsel acceptable to RT, indemnify, protect, save and keep harmless RT and its directors, officers, employees, and its successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims,

actions, suits, costs and expenses and disbursements including reasonable attorneys' fees and expenses (including allocated costs of RT staff attorneys) of any kind and nature imposed in, asserted against, incurred or suffered by RT or its directors, officers or employees or its successors and assigns by reason of damage, loss or injury (including death) of any kind or nature whatsoever to persons or property in any way relating to or arising out of:

- A. any act or action, or omission or failure to act when under a duty to act on the part of Consultant or any of its officers, agents, servants, employees, or subconsultants of any tier in its or their performance hereunder whether or not caused in part by RT's passive negligence, but not to the extent of RT's sole negligence or willful misconduct; or
- B. any claim of patent or copyright infringement in connection with the services performed or work products provided under this Contract by Consultant or any of its officers, agents, servants, employees, subconsultants or subcontractors of any tier; or
- C. successful efforts to enforce this indemnity provision.

The parties will establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties will cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing set forth in this Contract will establish a standard of care for, or create any legal rights in, any person not a party to this Contract.

In addition to any other remedy authorized by law, as much of the money due Consultant under this Contract that is considered necessary by RT may be retained until disposition has been made of any claim for damages.

The foregoing requirements are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Contract, including, but not limited to, the provisions concerning insurance.

## **22. HEALTH AND SAFETY**

Consultant must assure that its employees and subconsultants comply with standards of safety as prescribed in:

- A. California Administrative Code Title 8 (CAL/OSHA).
- B. Code of Federal Regulations (FED/OSHA) Title 29, Parts 1901 and 1926, as appropriate.
- C. Appropriate trade association safety standards.
- D. Appropriate equipment manufacturer instructions.
- E. Material Safety Data Sheets (MSDS) for each product supplied or used, which must be posted or submitted as per California General Industry Safety Order Section 5194.

- F. In cases where standards conflict, the standard providing the highest degree of protection will prevail.

Consultant acknowledges that RT has no duty to ensure Consultant's or its subconsultants' compliance with safety requirements. Consultant will supervise and direct the work using its best skill and attention. Consultant will take all precautions necessary to protect all persons and property from injury or damage, including those special precautions designed to protect against risks that are inherent in the type of work to be performed and the particular conditions present. Consultant will ensure its subconsultants' compliance with all safety requirements including special precautions designed to protect against inherent risks.

## **23. DISPUTES**

- A. In the event of any dispute or disagreement between RT and Consultant (individually the "Party," and collectively the "Parties") as to any provision of the Contract (or the performance of obligations hereunder), the matter, upon written request of either Party, will immediately be referred to representatives of the Parties for decision, each Party being represented by one individual who has no direct operational responsibility for the matters contemplated by this Contract and who is authorized to settle the Dispute (the "Representatives"). The Representatives will promptly meet in a good faith effort to resolve the dispute.
- B. If a dispute arises among the Parties in connection with this Contract or any document or instrument delivered in connection herewith, including without limitation an alleged breach of any representation, warranty, or covenant herein or therein, or a disagreement regarding the interpretation of any provision hereof or thereof (the "Dispute"), the Parties will use the following procedure in good faith prior to any party pursuing other available judicial or non-judicial remedies:
1. A meeting must be held among the Parties within 15 days after a party gives written notice of the Dispute to the other party (the "Dispute Notice") attended by the representatives to attempt in good faith to negotiate a resolution of the Dispute (subject to approval of the RT Board of Directors, if required).
  2. If, within 30 days after the Dispute Notice, the Parties have not succeeded in negotiating a written resolution of the Dispute, upon written request by either party to the other party, both Parties may agree to jointly appoint a mutually acceptable neutral person not affiliated with any of the Parties (the "Neutral"). The Parties may seek assistance in such regard from the American Arbitration Association or the Center for Public Resources if they have been unable to agree upon such appointment within 40 days after the Dispute Notice. The fees and costs of the Neutral and of any such assistance will be shared equally among the Parties.
- C. If the Parties appoint a Neutral:
1. In consultation with the Neutral, the Parties will negotiate in good faith to select or devise a nonbinding alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the Dispute, and a time and

place for the ADR to be held, with the Neutral (at the written request of either party to the other party) making the decision as to the procedure and/or place and time if the Parties have been unable to agree on any of such matters in writing within 15 days after selection of the Neutral.

2. The Parties agree to participate in good faith in the ADR to its conclusion; provided, that no party will be obligated to continue to participate in the ADR if (a) the Parties have not resolved the Dispute in writing within 120 days after the Dispute Notice *and* (b) any party has terminated the ADR by delivering written notice of termination to the other party following expiration of said 120-day period. Following any such termination notice after selection of the Neutral, and if either party so requests in writing to the Neutral (with a copy to the other party), the Neutral will make a recommended resolution of the Dispute in writing to each party, which recommendation will not be binding upon the Parties.
3. Notwithstanding anything herein to the contrary, nothing in this Article will preclude any party from seeking interim or provisional relief, in the form of a temporary restraining order, preliminary injunction or other interim equitable relief concerning the Dispute, either prior to or during the ADR, if necessary to protect the interests of such party. Further, this Article will be specifically enforceable.

#### **24. CLAIMS**

If the Parties are unable to resolve a dispute arising under this Contract, any dispute or potential claim that the Consultant wants to pursue that has not been settled must be submitted to RT pursuant to the procedures set forth in Government Code Section 901.

#### **25. ACCESSIBILITY REQUIREMENTS**

Intentionally Omitted

#### **26. THIRD PARTY OBLIGATIONS**

Consultant will be solely liable to third parties with whom it enters into contracts to effectuate the purposes of this Contract. Consultant will pay directly such parties for all amounts due under the arrangement. Consultant must indemnify and hold RT harmless from any and all claims and liabilities arising from contracts between Consultant and third parties. Consultant must exert its best efforts to prevent any loss to RT from the failure of proper performance of any third party. RT's only obligation with respect to such third parties will be limited to reimbursement to Consultant for those expenses that RT is obligated to reimburse by virtue of the terms of this Contract.

#### **27. WORKERS' COMPENSATION**

Responsibility for payment due by RT will be limited to the compensation set forth in the Contract Documents. RT will not be responsible for providing workers' compensation insurance or any other protective insurance coverage or employment benefit payable to employees of Consultant that is based upon the relationship of employer and employee.

## **28. ASSIGNMENT OF WORK**

The services provided pursuant to this Contract may not be assigned by Consultant unless approved in writing by RT. If Consultant is not available to perform the terms of this Contract, RT may, at its election, terminate this Contract for convenience or cancel this Contract for breach by giving notice as set forth herein.

## **29. INDEPENDENT CONTRACTOR**

- A. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant-assigned personnel will be entitled to any benefits payable to employees of RT. RT is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Contract, and Consultant will be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold RT harmless from any and all claims that may be made against RT based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance of any services under this Contract.
- B. It is further understood and agreed by the parties hereto that Consultant, in the performance of its obligations hereunder, is subject to the control and direction of RT as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Contract, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. If Consultant obtains permission to, and does, use RT facilities, space, equipment or support services in the performance of this Contract, this use will be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, RT does not require that Consultant use RT's facilities, equipment or support services or work in RT's locations in the performance of this Contract.
- C. If, in the performance of this Contract, any third persons are employed by Consultant, such persons will be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other items of employment or requirements of law, will be determined by Consultant. It is further understood and agreed that Consultant will issue W-2 or 1099 Forms for income and employment tax purposes for all Consultant-assigned personnel and subconsultants.
- D. Nothing in this Contract may be construed as to create an exclusive relationship between RT and Consultant. Consultant may represent, perform services for, or

be employed by such additional persons or companies as Consultant sees fit provided that there is no conflict with the performance of services hereunder.

### **30. MAINTENANCE OF RECORDS**

Consultant must maintain books, records, documents, and other evidence directly pertinent to work under the Contract in accordance with generally accepted accounting principles and practices. Consultant must also retain all books, records, accounts, documentation, and all other materials relevant to this Contract, including any financial information and data related to this Contract: (a) for a period of 3 years from this Contract's termination date; or (b) if any litigation or audit relevant to this Contract, and any amendments, is commenced within 3 years of this Contract's termination date, for 3 years from the conclusion or resolution of all such audits or litigation. Records of all costs charged to this Contract, including Consultant's supervision and labor costs, direct and indirect expenses, and subconsultant costs must be made available to RT or its agents for audit purposes.

Consultant must permit RT or its duly-authorized representative, to inspect all work, materials, payrolls, and other data and records and to audit the books, records and accounts of Consultant pertaining to the Contract. Further, Consultant must maintain all required data, documents, reports, records, contracts and supporting materials relating to the Contract for at least 3 years after the Contract is completed, or if any audit or litigation relevant to this Contract, and any amendments are commenced within 3 years of this Contract's termination date, for 3 years from the conclusion or resolution of all such audits or litigation.

If RT receives only one proposal or if because of some disqualifying action only one responsive and responsible proposal remains to be considered, RT will determine whether such proposal is fair and reasonable. RT may perform cost and price analysis to make such determination. Consultant will permit RT or its designee to review Consultant 's cost records at reasonable times in order to determine whether Consultant 's proposal is fair and reasonable when Consultant is the only responsive proposer. *[to be used only if there was only one solicitation/sole source]*

### **31. OUT-OF-STATE CONSULTANTS: AGENT FOR SERVICE OF PROCESS**

Within 10 days after the date of notification of award of Contract, Consultant must appoint a registered agent in California and notify RT in writing of the name and address of the agent who is authorized to accept all correspondence and legal process on behalf of Consultant. Consultant must not change the agent without prior notice to RT.

### **32. COST AND RATE LIMITATION**

Intentionally Omitted.

### **33. COPYRIGHT, PATENT RIGHTS AND TRADE SECRETS**

- A. Consultant warrants that the materials, equipment, or devices used on or incorporated in the goods will be delivered free of any claim of any third party for infringement of any patent, copyright or trade secret. Consultant must defend or may settle, at its expense, any suit or proceeding against RT or its representatives based on a claimed infringement that would result in a breach of

this warranty. Consultant must pay all damages and costs awarded therein due to such breach.

- B. Consultant must bear all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the goods. In case material, equipment, devices, or processes are held to constitute an infringement and their use is enjoined, Consultant, at its expense, must:
1. Secure for RT the right to continue using those materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
  2. Replace such materials, equipment, devices or processes with substantially equal non-infringing materials, equipment, devices or processes; or
  3. Modify them so that they become non-infringing.

Consultant must include, or have included, the requirements of this Article in all subcontracts of any tier.

- C. This Article will not apply to any materials, equipment or devices, or any part thereof, manufactured to RT's detailed design.

#### **34. SOFTWARE LICENSING AGREEMENT AND PROVISION FOR USE**

Intentionally Omitted.

#### **35. PROMPT PAYMENT TO SUBCONSULTANTS; RELEASE OF RETENTION**

Progress Payments: Consultant must make payments to any subconsultant in accordance with the provisions of California Business and Professions Code Section 7108.5, notwithstanding that this Contract may not otherwise be subject to that Section. However, Consultant must make such progress payments to its subconsultants not later than 30 days after the receipt of each progress payment from RT, notwithstanding that Section 7108.5 permits Consultant and its subconsultant to agree otherwise.

#### **36. EQUIPMENT AND SUPPLIES**

For the purchase of any item, service or consulting work not covered by Consultant's Pricing Proposal and exceeding \$5,000, Consultant must: (1) obtain prior written authorization from RT; and (2) submit three competitive bids with the request for authorization or provide an adequate written explanation why no bids were obtained.

Consultant must maintain an inventory of all nonexpendable property purchased as a result of this Contract. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, RT must receive a proper refund or credit at the conclusion of this Contract or, if this Contract is terminated, Consultant may either keep the equipment and credit RT in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established RT procedures, and credit RT in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value will be determined at Consultant's expense on the basis of a competent independent appraisal of such

equipment. The appraisal must be obtained from an appraiser mutually agreeable to RT and Consultant.

### **37. OWNERSHIP; PERMISSION**

Consultant represents and warrants that all materials used in the performance of this Contract, including, without limitation, all computer software materials and all written materials, are either produced and owned by Consultant or that all required permissions and license agreements have been obtained and paid for by Consultant. Consultant must defend, indemnify and hold harmless RT and its directors, officers, employees, and agents, from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

### **38. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990**

By signing this Contract, Consultant assures RT that it complies with the ADA of 1990 (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

### **39. NONDISCRIMINATION**

- A. During the performance of this Contract, Consultant and its subconsultants may not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, gender, gender identity, gender expression, race, color, ancestry, religion, national origin, physical disability, mental disability, medical condition, genetic information, age, military or veteran status, or marital status. Consultant and its subconsultants must insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its subconsultants must comply with the provisions of the Fair Employment and Housing Act (Government Code § 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2, California Code of Regulations, § 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Sections 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- B. Consultant must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

### **40. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITIES**

Consultant warrants that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. has not, within the 3-year period preceding this Contract, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- C. is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph B above;
- D. has not, within a 3-year period preceding this Contract, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default; and
- E. is aware and acknowledges that certain contractors that perform work for governmental agencies are “consultants” under the Political Reform Act (the “Act”) (Government Code § 81000, et seq.) and its implementing regulations (Title 2, California Code of Regulations § 18110, et seq.). Consultant agrees that any of its officers or employees deemed to be “consultants” under the Act by RT, as provided for in the Conflict of Interest Code for RT, must promptly file economic disclosure statements for the disclosure categories determined by RT to be relevant to the work to be performed under his Contract and must comply with the disclosure and disqualification requirement of the Act, as required by law.

#### **41. LITIGATION**

Consultant must notify RT immediately of any claim or action undertaken by it or against it that affects or may affect this Contract, or RT, and must take such action with respect to the claim or action as is consistent with the terms of this Contract and the interests of RT.

#### **42. GOVERNING LAW**

The interpretation and enforcement of the Contract will be governed by the laws of the State of California, the state in which the Contract is signed. The parties agree to submit any disputes arising under the Contract to a court of competent jurisdiction located in Sacramento, California.

#### **43. NONWAIVER**

Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Contract.

#### **44. MODIFICATION**

No waiver, alteration, modification, or termination of this Contract will be valid unless made in writing and signed by the authorized parties hereof.

#### **45. COUNTERPARTS**

This Contract may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument.

#### **46. CAPTIONS**

The headings or captions to the Articles of this Contract are not a part of the Contract and will have no effect upon the construction or interpretation of any part thereof.

#### **47. SEVERABILITY**

If any term, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, the remainder of the Contract will remain in effect.

#### **48. SURVIVORSHIP**

Consultant's obligations arising under the provisions pertaining to warranty, insurance, confidentiality, or indemnity with respect to services or work products provided under this Contract will survive the expiration, termination or cancellation of this Contract.

#### **49. SUCCESSORS AND ASSIGNS**

This Contract will be binding upon and the benefits of this Contract will inure to the successors and assigns of the parties hereto.

#### **50. AUTHORITY**

Each of the signatories to this Contract represent that they are authorized to sign the Contract on behalf of such party and that all approvals, resolutions and consents that must be obtained to bind such party have been obtained that no further approvals, acts or consents are required to bind such party to this Contract.

#### **51. ALLOWABLE COSTS**

Expenditures made by the Consultant will be allowable to the extent that they meet all of the requirements set forth below. They must:

- A. Be made in conformance with the Scope of Work and all other provisions of the Contract;
- B. Be necessary in order to accomplish the Contract;
- C. Be reasonable in an amount for the goods or services purchased;
- D. Be actual net cost to the Consultant (i.e., the price paid minus any refunds, rebates, or other items of value received by the Consultant that have the effect of reducing the cost actually incurred);
- E. Be incurred (and be for work performed) after the date of the Contract, unless specific authorization from the RT to the contrary is received;
- F. Be satisfactorily documented;
- G. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by RT; and
- H. Be supported by properly-executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges.

## **IV. SPECIAL CONDITIONS**

## **SECTION IV SPECIAL CONDITIONS TABLE OF CONTENTS**

SC-1	Procurement Schedule
SC-2	Insurance Requirements
SC-3	Option Years
SC-4	SBE Requirements

Attachment 1 – Insurance Requirements

Attachment 2 – SBE Requirements

#### **IV. SPECIAL CONDITIONS**

##### **SC-1 PROCUREMENT SCHEDULE**

The Procurement schedule for the Mobile and Online Ticketing Application services is as follows:

June 22, 2106 ..... Release RFP

July 5, 2016

10:30 a.m. .... Pre-Proposal Meeting

**July 19, 2016**

**2:00 p.m.**..... Deadline for Receipt of Proposals August 15 – 19,

2016 ..... Presentation of Mobile Application

September 12, 2016..... Award Contract TBD

..... Notice to Proceed **SC-2**

##### **INSURANCE REQUIREMENTS**

Consultant, at Consultant's sole cost and expense during the term of this Contract and any renewal thereof, must obtain and maintain at least the insurance coverage set out in Attachment 1 of this Section IV and must submit satisfactory evidence to RT of its insurance coverage as provided in that Attachment. Consultant's insurance policy must be issued by an insurer with an A.M. Best Company rating of no less than A-, VIII and the insurer must be admitted to do business in the State of California.

##### **SC-3 OPTION YEARS**

RT intends to award a three-year contract with an RT option to renew for two one-year periods. To exercise its option for either the fourth year or the fourth and fifth years, RT must provide written notice to Contractor, no later than 45 calendar days prior to the end of the initial three-year Contract term, of its intent to exercise the option. If RT has initially exercised its option for only a fourth contract year, RT may exercise its option for a fifth year by providing written notice of its intent to exercise the option to Contractor no later than 45 calendar days prior to the end of the fourth year. Upon the exercise of an option by RT, RT and Contractor will execute an amendment to extend the term of the Contract.

##### **SC-4 SBE REQUIREMENTS**

It is RT's policy that Small Business Enterprises ("SBEs") (defined as a business that has been certified as a small business by the California Department of General Services or any other public agency that certifies small businesses under applicable laws), will have the maximum opportunity to participate in the performance of this Contract.

To further that policy, RT will provide a 10% point preference to Proposers meeting the SBE participation goal set for this Contract.

Further information about the SBE requirements is set out in Attachment 2 of this Section IV.

## SECTION IV

### ATTACHMENT 1

#### INSURANCE REQUIREMENTS

By submission of its proposal, Proposer attests that it can provide evidence of all the insurance requirements listed below. Additionally, Proposer, at its sole cost and expense and for the full term of any Contract resulting from this RFP or any renewal thereof, must obtain and maintain all of the following minimum insurance and endorsement requirements prior to commencing any work and or receiving payments therefore under the Contract:

- A. A commercial GENERAL LIABILITY policy on an occurrence form on an ISO form CG 00 001 or equivalent policy including Contractual liability, primary/non-contributory coverage with the following minimum limits for bodily injury and property damage:

1. Per Occurrence: \$1,000,000
2. Personal Advertising Injury: \$1,000,000
3. Products Completed Operations: \$2,000,000
4. General Aggregate: \$2,000,000

5 Cyber/privacy liability endorsement \*

\* If not endorsed, we will need a separate policy

- B. A commercial BUSINESS AUTO \*\* policy with a minimum limit of not less than \$1,000,000 combined single limit for bodily injury and property damage, providing at least all of the following coverages:

1. Coverages must be applicable to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Contract.

\*\* Auto requirement can be waived, if contractor will not be using an auto for this contract

- C. A WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY \*\*\* policy written in accordance with the laws of the State of California and providing coverage for any and all of Consultant's employees:

1. This policy must provide statutory coverage for Workers' Compensation (Coverage A).
2. This policy must also provide coverage for \$1,000,000 Employers' Liability for each employee, accident and policy aggregate.(Coverage B).

\*\*\* This requirement can be waived with a signed affidavit for sole proprietors and or if the Contractor will not employ any person in any manner so as to become subject to the Workers' Compensation Laws of California

- D. PROFESSIONAL LIABILITY policy in an amount not less than \$2,000,000 per occurrence:

The policy may not contain a deductible clause greater than \$100,000, unless prior written approval is obtained from Sacramento Regional Transit District's Risk Administrator.

- E. ENDORSEMENTS: The following endorsements are required to be added to the specified policies below:

1. Sacramento Regional Transit District (hereinafter referred to as "RT"), its employees, officers, agents and contractors are hereby added as **additional insureds** on an ISO form CG 20 10 ED 11 85 or CG 20 38 ED 04 13 or Equivalent. This requirement must be added to the following policies:

a) General Liability policy

A copy of the actual endorsement must be included with the insurance certificate.

2. The requested policies will all be considered primary insurance in respect to any other valid and collectible insurance RT may possess, including any self-insured retention RT may have, and any other insurance RT possess will be considered excess or secondary insurance only.

3. Consultant's insurer must agree to waive the right of subrogation against RT for the following policies:

a) Worker's Compensation policy

b) General liability

4. Each of the required insurance policies must act for each insured, and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.

F. SPECIAL PROVISIONS

1. Insurance must be placed with insurers with a current A.M. Best rating of no less than A-, VII.
2. Any deductibles or self-insured retentions must be declared and approved in writing by RT for all policies. RT may require Consultant to purchase coverage with a lower deductible or retention, or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention or deductible.
3. Consultant is solely responsible for payment of all deductibles and self-insured retentions.
4. The limits specified above are minimum limits that must be maintained by Consultant. If Consultant maintains higher limits, RT requires and is entitled to the higher limits maintained by Consultant. Any available insurance proceeds in

excess of the specified minimum limits of insurance and coverage must be available to RT.

5. If any of the required policies provide coverage on a claims-made basis:
    - a) The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
    - b) Insurance must be maintained and evidence of insurance must be provided **for at least 5 years after completion of work under the Contract.**
    - c) If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the Contract effective date, Consultant must purchase "extended reporting" coverage.
  6. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of the insurance by the Board, RT, or their insurance contractor(s) are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Contract, including but not limited to the provisions concerning indemnification.
  7. RT reserves the right to withhold payment to Consultant in the event of material non-compliance with the Insurance Requirements outlined above.
- G. PROOF OF COVERAGE: All required ENDORSEMENTS must be attached to the CERTIFICATE OF INSURANCE, which must be provided by Consultant's insurance company and or broker as evidence of the stipulated coverages, including any renewals during the term of the Contract, then mailed and or emailed to:

Sacramento Regional Transit District Attn: Kathy Lonergan, Senior Paralegal PO Box  
2110  
Sacramento, CA 95812-2110

[mseo@sacrt.com](mailto:mseo@sacrt.com) [klonergan@sacrt.com](mailto:klonergan@sacrt.com)

Thirty days' prior written notice of cancellation must be given to RT in the event of a change in policy or cancellation of policy. All such notices must be sent to the address above.

## SECTION IV ATTACHMENT 2

### SBE REQUIREMENTS

#### SMALL BUSINESS ENTERPRISE REQUIREMENTS

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#### Table of Contents

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#### SBE REQUIREMENTS

1. GENERAL
2. GOALS APPLICABLE TO THIS CONTRACT
3. REQUIRED SBE SUBMISSION
4. PROPOSERS NOT MEETING SBE GOAL
5. APPLICATION OF SBE PREFERENCES
6. COMPUTING THE SBE PREFERENCES
7. ELIGIBILITY/CERTIFICATION OF SBEs
8. REVIEW PROCESS
9. SUBSTITUTION OF SUBCONTRACTORS AND SUPPLIERS
10. SBE DIRECTORY
11. SBE RECORDS

#### FORMS

- |        |   |
|--------|---|
| FORM 1 | SBE Utilization Monthly Report Form       |
| FORM 2 | SBE Utilization Final Project Report Form |

## **SMALL BUSINESS ENTERPRISE REQUIREMENTS**

### **1. GENERAL**

It is RT's policy that Small Business Enterprises ("SBEs") (defined as a business that has been certified as a small business by the California Department of General Services or any other public agency that certifies small businesses under applicable laws), will have the maximum opportunity to participate in the performance of this Contract

Proposer must ensure that SBEs have the opportunity to participate in this Contract and any subcontracts arising hereunder. Proposer must take affirmative steps to provide such opportunities.

The foregoing paragraphs must be contained in each subcontract let by Proposer. Failure to carry out the provisions set forth in the foregoing paragraphs will constitute a breach of Contract and may result in termination of the Contract by RT or such other remedy as RT deems appropriate.

### **2. GOALS APPLICABLE TO THIS CONTRACT**

For this contract, RT has established the following participation goal for small business enterprises (SBE):

25% SBE

### **3. REQUIRED SBE SUBMISSION**

Proposer must submit with its proposal an SBE Participation Certification (Proposal Form V-6) containing the following information:

- A. The name and address and phone number of each subcontractor;
- B. The name of the certifying agency with date and/or number of current certification;
- D. A description of the work each subcontractor will perform;
- E. The dollar value of each proposed subcontractor;
- F. The corresponding % of total value of work to be awarded each subcontractor

Proposer must submit with the proposal, evidence that the SBE prime Contractor and/or subcontractors listed on the SBE Participation Certification have been duly certified. Additional time may be permitted by RT.

#### **4. PROPOSERS NOT MEETING SBE GOAL**

If Proposer is not a certified SBE or will not meet the established SBE goal through SBE participation, then Proposer will not be eligible for SBE preferences.

#### **5. APPLICATION OF SBE PREFERENCES**

RT has two separate bases on which it may award competitively solicited Contracts for Services: (1) to the lowest responsive and responsible bidder (for an Invitation to Bid); and (2) to the most qualified proposer (for a Request for Proposal). For Contracts in the former category, a price preference will be applied. For Contracts in the latter category, a point preference will be applied.

In evaluating a Bid or Proposal, RT will determine whether a Small Business has submitted the lowest-priced, Responsive Bid, or, for an RFP, the highest-scoring Proposal. If a Small Business has not submitted the lowest-priced, Responsive Bid or highest-scoring Proposal, RT will, subject to the following qualifications, provide a 10% point or price preference in the Bid or Proposal evaluation to all Small Businesses and to Non-Small Businesses prime proposers that commit to meet a 25% Small Business subcontracting requirement. The preferences will be applied when a Small Business or Non-Small Business:

1. Has included in its Bid a certification to RT that it is a Small Business; or
2. Has included in its Bid a certification to RT that it commits to subcontract at least 25% of its Net Bid Price with one or more Small Business(es) and submits a list of the Small Business(es) it commits to subcontract with for a Commercially Useful Function in the performance of the Contract. The list of subcontractors must include their name, address, phone number, a description of the work to be performed, and the dollar amount or percentage (as specified in the Solicitation) per subcontractor; and
3. Has submitted a timely, Responsive Bid; and
4. Is otherwise determined to be a responsible bidder.

#### **6. COMPUTING THE SBE PREFERENCES**

##### **A. Awards Made to the Lowest Responsive, Responsible Bidder**

The 10% Small Business or Non-Small Business subcontractor price preference will be used for Bid evaluation purposes when either (i) there is at

least one Small Business competing or (ii) there is at least one Non-Small Business competing that is subcontracting at least 25% of its Net Bid Price to one or more Small Businesses, and award of the Contract will be made to the lowest responsive, responsible bidder. The price preference will be computed and applied as follows:

1. The lowest, responsive and responsible Bid will be multiplied by 10%. The result of this calculation is the preference amount (Lowest Bid x .10 = Preference Amount).
2. The preference amount is subtracted from the Bid amount of any Small Business and any Non-Small Business that has committed to meet the 25% Small Business subcontracting requirement.
3. The price preference amount on any single bid will not be greater than \$250,000.
4. The Bids are re-ranked after applying the preference and the new lowest responsive and responsible bidder is determined

B. Awards Made to Most-Qualified Proposer

The 10% Small Business or Non-Small Business subcontractor point preference will be used for Proposal evaluation purposes when either: (i) there is at least one Small Business competing or (ii) there is at least one Non-Small Business competing that is subcontracting at least 25% of its Net Proposal Price to one or more Small Businesses and award of the Contract is to be made to the highest-scored Responsive Proposal submitted by a responsible Proposer following an evaluation process that weighs multiple factors, including price. The point preference will be computed and applied as follows:

1. RT will specify the minimum number of points, if any, that a Proposal must receive in order to be deemed responsive and of acceptable quality. If a Small Business or Non-Small Business meeting the 25% subcontracting requirement does not achieve the specified minimum number of points, it will not be entitled to the 10% point preference.
2. The score of highest-scored Responsive Proposal will be multiplied by 10%. The result of the calculation is the point preference amount (Highest Score x .10 = Point Preference Amount).
3. The point preference will be added to the score of any responsive Small Business with the required minimum number of points and

any Non-Small Business meeting the 25% subcontracting requirement and receiving the required minimum of points.

4. The Proposals will then be re-ranked using the adjusted scores and the highest-scoring Proposal (or Proposals, if specified in the RFP) will be selected for negotiation and/or award.

#### C. Contract Award Amount

If, after application of the Small Business preference to the Bid or Proposal of a Small Business, or Non-Small Business meeting the 25% subcontracting requirement, that Bid or Proposal is equal to the lowest-priced, Responsive Bid , or, for Most Qualified Proposer Solicitations, equal to the highest-scoring Proposal from a responsible Non-Small Business not entitled to a preference, the Contract will be awarded to the Small Business for the amount of its Bid or Proposal, unless RT has reserved the right to negotiate with multiple bidders/proposers, in which case RT may negotiate with both bidders/proposers.

### 7. **ELIGIBILITY/CERTIFICATION OF SBEs**

SBEs must be certified as of the proposal due date by either the California Department of General Services, or any agency that certifies small businesses using substantially the same criteria (excepting geographic qualifications). It is Proposer's responsibility to verify that SBEs are certified.

SBE certification forms and information regarding SBE certification can be obtained at the California Department of General Services website at <http://www.pd.dgs.ca.gov/smbus/default.htm> or by calling the California Department of General Services Office of Small Business and DVBE Services at (916) 375-4940.

### 8. **REVIEW PROCESS**

#### A. Review of SBE Submissions

RT will review Proposer's SBE Participation Certification and determine:

- (1) that the SBE Participation Certification(s) are complete and establish Proposer's compliance with the SBE Requirements; or
- (2) that the SBE Participation Certification(s) are substantially complete, but clarification is needed to determine compliance with the SBE requirements, including clarification about the commercially useful function the SBE will be performing; or

- (3) that the SBE Participation Certification(s) are either not included or materially deficient.

B. Commercially Useful Function

Commercially useful function means:

- (1) The Contractor or subcontractor is responsible for the execution of a distinct element of the work of the Contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions; and
- (2) The Contractor or subcontractor is not further subcontracting a greater portion of the work than would be expected by normal industry practices.
- (3) The Contractor or subcontractor is responsible, with respect to materials and supplies provided on the subcontract, for negotiating price, determining quality and quantity, ordering the material, installing (when applicable), and paying for the material itself.
- (4) A Contractor or subcontractor will not be considered as performing a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to achieve the appearance of SBE participation.

C. Request for Clarification

If RT determines that clarification is needed to verify Proposer's compliance with the SBE Program, RT will request such clarification from Proposer. Proposer will have 3 working days after the request to provide the required information. RT will not consider or evaluate any information provided by Proposer that is not directly responsive to the request for clarification.

D. Determination That SBE Participation Certification(s) Are Either Not Included Or Materially Deficient

RT will determine that SBE Participation Certification(s) are either not included or materially deficient. If SBE Participation Certification(s) are materially deficient, RT will notify Proposer of that determination and the reasons therefore, and give notice that the Proposer is not eligible for SBE preferences on this procurement. Proposer may protest the determination in accordance with the protest procedure set out in this RFP.

## **9. SUBSTITUTION OF SUBCONTRACTORS AND SUPPLIERS**

Any substitution of subcontractors and suppliers will be subject to RT's approval in its sole and absolute discretion.

Contractor must provide any and all information requested by RT to evaluate the substitution request. In addition, RT's approval may be conditioned, including the condition that an SBE subcontractor or supplier be replaced with another SBE subcontractor or supplier.

## **10. SBE DIRECTORY**

RT maintains a list of SBE professionals, contractors, and material/supply firms, which is available for use by Proposers and prime consultants to assist in meeting the SBE participation goal. Proposers are encouraged to refer to this Directory to locate potential SBE subcontractors. Listings of certified SBEs are also available at the California Department of General Services website at <http://www.pd.dgs.ca.gov/smbus/sbdvbelist.htm>.

## **11. SBE RECORDS**

The successful Proposer must maintain records of all subcontracts entered into with certified SBE subcontractors and records of materials purchased from certified SBE suppliers regardless of tier. Such records must show: the name and business address of each SBE subcontractor and vendor; the certifying agency and number or date of the SBE certification; and the total dollar amount actually paid each SBE subcontractor or vendor. SBE prime consultants must also show the date of work performed by their own forces and the corresponding dollar value of such work.

Proposer must submit monthly records summarizing SBE activity (Form 1). In addition, copies of the records must be furnished to RT upon its written request. Upon completion of the Contract, a summary of these records must be prepared (Form 2). A duly authorized representative of Contractor must certify that the records are correct before final payment will be authorized by RT.

**MONTHLY REPORT, UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE) FOR THE MONTH OF**

PROJECT NAME/NO.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EXPECTED COMPLETION DATE: \_\_\_\_\_

INITIAL CONTRACT PROPOSAL AMOUNT: \_\_\_\_\_

NAME OF SBE		CONTRACT ITEM NUMBERS AND DESCRIPTION OF WORK PERFORMED/MATERIALS PROVIDED	CONTRACT PAYMENTS	COMMENTS
			SBE	
TOTAL THIS REPORT			\$	SBE utilization proposed at time of bidding (if none proposed, indicate "0")  SBE _____%
			%*	
			\$	
			%*	
TOTAL TO DATE			\$	
			%*	

\*percentage of initial contract proposal amount

I certify that the above information is complete and correct.

\_\_\_\_\_  
Signature – RT Project Manager\_\_\_\_\_  
Date\_\_\_\_\_  
Contractor Representative\_\_\_\_\_  
Date

**FINAL REPORT, UTILIZATION OF SMALL BUSINESS ENTERPRISES (SBE)**

PROJECT NAME/NO.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACT NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

COMPLETION DATE: \_\_\_\_\_

INITIAL CONTRACT PROPOSAL AMOUNT: \_\_\_\_\_

FINAL CONTRACT AMOUNT: \_\_\_\_\_

NAME OF SBE		CONTRACT ITEM NUMBERS AND DESCRIPTION OF WORK PERFORMED/MATERIALS PROVIDED	<u>CONTRACT PAYMENTS</u>	COMMENTS
			SBE	
FINAL TOTAL \$				SBE utilization proposed at time of bidding (if none proposed, indicate "0")
			%*	SBE _____ %

\*percentage of final contract amount

I certify that the above information is complete and correct.

\_\_\_\_\_  
Signature – RT Project Manager\_\_\_\_\_  
Date\_\_\_\_\_  
Contractor Representative\_\_\_\_\_  
Date

## **V. PROPOSAL FORMS**

## **SECTION V PROPOSAL FORMS TABLE OF**

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Form V-1	Conformance Checklist
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Form V-6	SBE Participation Certification

## SECTION V

FORM V-1

Conformance Checklist			
	<u>Feature</u>	<u>Conformance Status</u>	<u>Explanatory Notes</u>
<b>MANDATORY FEATURES</b>			
1	Proposed solution for single-fare media, daily passes, and monthly passes is in production use at a minimum of one transit agency in the United States at the time of proposal submission		
2	Accepts payment, at minimum, from the following major credit cards: MasterCard, Visa, Discover and American Express		
3	Functions on the following operating systems: iOS, Android and Windows operating systems		
4	Web portal is compatible with the following browsers: Chrome, Internet Explorer, Microsoft Edge, Safari, and Firefox		
5	Complies with state and federal accessibility requirements.		
6	Permits offline validation and use		
7	Provide a back office management website meeting requirements of Paragraph 6 of Minimum System Requirements in Scope		
8	Ability for RT to specify eligibility for discount fare purchases through back office		
9	Continuous PCI Level-1 certified payment processing with the option for indemnified payment support		
10	Visual Fare Validation with security features		
11	Electronic Fare Validation		
12	Technical support and customer service		
13	Go Live meeting minimum system requirements on January 1, 2017		
14	Pricing Proposal submitted for all minimum elements		
15	Work Plan submitted showing plan to meet Go Live date, including required testing		
16	Consignment outlets can sell and load subsidized fares		
17	College, university and other Group Passes can be loaded through back office application		
18	Ability to launch or interface with other mobile/online solutions that RT may have internally developed or purchased from other third party vendors		

Conformance Checklist			
	<u>Feature</u>	<u>Conformance Status</u>	<u>Explanatory Notes</u>
<b>DESIRABLE FEATURES</b>			
19	Ability to launch or interface with other mobile/online solutions		
20	Ability to vend media of other transit agencies		
21	Ability to create custom, animated tickets for visual authentication through back-office application suite		
22	Ability to create special events tickets or merchant branded tickets		
23	Support for interactive touch feature that proves animated ticket is not a video replay		
24	Ability to integrate alpha-numeric day codes or security codes that correspond to other agency fare media		
25	Support for displaying time stamps for ticket validation and expiration		
26	Ability to keep the font size the same when purchasing and displaying the ticket.		
27	Ability to track the status of used, unused, returned, refunded, canceled, etc. tickets and passes		
28	Ability to provide pre-defined duration based validation promotional codes for free/discount tickets. These promotional codes could be managed through a back end system with the necessary internal controls		
29	Ability to track purchases of tickets and passes through a unique ID number to assist in fraud protection and monitoring		
30	Ability for RT staff to complete periodic price changes with a start and end date in advance of the price changes.		
31	Have the capability to transfer fare from one person's phone to another person's phone through their app accounts.		
32	Promo code capabilities – identify how the promo code feature can be used, tracked, and turned off.		
33	Ability to use tickets for multiple riders from one device in tandem as a multiple passenger feature.		
34	Ability to buy and use tickets only with a registered account.		
35	Ability to use more than one payment mechanism for checkout as a split purchase feature.		
36	Ability to purchase tickets from e-commerce website and have those tickets appear on the passenger app.		

Conformance Checklist			
	<u>Feature</u>	<u>Conformance Status</u>	<u>Explanatory Notes</u>
37	Ability to access Order History from the app and online.		
38	Ability to change password for app log-in directly from the app and from e-commerce website.		
39	Ability to allow for RT to change fares and require customer to pay delta in fare increase.		
40	Ability to allow rider to use cash at an RT outlet in lieu of an electronic form of payment to make a purchase on the mobile app, as many customers do not have a credit card or bank account.		
41	Ability to provide push notification and pop ups to customers.		
42	Ability to see location where user validated ticket.		
43	Real-time verification of ticket usage to show if user's tickets have been purchased and/or previously validated.		
44	Phone-number back up verification of user's available or active tickets if user's phone is dead.		
45	Ability to flag citation in the app and track when fare inspectors issue written warnings or lawful citations for expired fares or other reasons.		
46	Support for external hardware extension that provides laser-scan capability, extended battery life, and ruggedized shell (example: Linea Pro 4/5 or equivalent).		
47	Support for RT device management and provisioning to allow RT to activate and de-activate devices remotely preventing unauthorized access.		
48	Ability to see list of alpha-numeric day codes or other security codes used in fare media.		
49	Ability to update the Fare Enforcement app remotely and add new features and security updates that can be pushed to device while in the field without an "app update."		
50	Ability to scan and validate QR codes of existing paper tickets.		
51	Ability to fill out and issue citations via Bluetooth tethered printer.		
52	Allow RT to modify, add, or remove fare types directly from the system.		
53	Ability to manage fare structure and product tax requirements.		

Conformance Checklist			
	<u>Feature</u>	<u>Conformance Status</u>	<u>Explanatory Notes</u>
54	Ability to manage the sale of all fare products using serialized Inventory Management process. System must allow RT to authorize set number of tickets to be sold, and give administrators the ability to authorize or curtail additional inventory with email notification of low inventory.		
55	Allow multiple levels of “access rights” (permissions) for internal control purposes.		
56	Capability to use Zip Code and CVV2/CVC credit card verification		
57	Ability to provide refunds to riders		
58	Ability to see sales and transaction data in real-time		
59	Ability to view geo-analytics on live map.		
60	Ability to easily export all data for integration with other software systems or tools		
61	Ability to run sales reports		
62	Ability to run geo-reports		
63	Ability to run usage summary reports		
64	Ability to run user statistics reports		
65	Ability to run ticket statistics report		
66	Ability to run revenue summary report		
67	Ability to run enforcement report (total tickets scanned, and citations issued by citation type)		
68	E-commerce website with the ability to be integrated into an online subscription portal.		
69	Ability to use promotional codes.		
70	Ability to integrate a loyalty program		
71	Push notifications (using geo-fencing) to customers who approach a designated area		
72	Look and feel of mobile and online ticket should be branded by RT.		
73	Ability to offer multiple promotional tickets.		
74	Ability to integrate advertisements that do not impact the user experience through long wait times or interfere with the appearance of the application or proof of payment.		

Conformance Checklist			
	<u>Feature</u>	<u>Conformance Status</u>	<u>Explanatory Notes</u>
75	Ability to work with Google Ad Services		
76	Knowledge and capability to integrate mobile payments system with fare collection system of record.		
77	Knowledge and capability to integrate mobile payments with fare collection verification terminals.		
78	Ability to integrate with SPX, GFI, and Fast Fare fare boxes.		
79	The activation process should not take more than 500 ms for a total of 5 seconds to select and activate a ticket.		
80	If user has active fare and attempts to activate another fare, warn user that a fare is already activated and ask for confirmation		
81	Methods of payment should include PayPal		
82	Methods of payment should include Google Wallet		
83	Link and contact information for Help Desk		

## RECEIPT OF ADDENDA

FORM V-2

ADDENDA RECEIVED (If none received, write "None Received".)

Addendum No. \_\_\_\_\_

Date Received: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date Received: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date Received: \_\_\_\_\_

Addendum No. \_\_\_\_\_

Date Received: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

## INTERESTS AND GRATUITIES CERTIFICATION

FORM V-3

Consultant, by its signature below, certifies that except as disclosed below, Consultant, its officers, employees and their immediate families have not offered or given a gratuity in any form including, without limitation, entertainment, favors, loans, gifts or anything of greater than nominal value for any reason including personal, non-business related reasons to any RT officer or employee or their immediate families within the preceding 12 months. For the purpose of this section, nominal value means anything: (1) having an aggregate value of \$35.00 or less per year; or (2) any perishable item (flowers or food) of any value except that prepared meals are subject to the \$35.00 limit. A campaign contribution is not a gratuity and is not the subject of this Certification.

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Consultant further certifies that except as disclosed below, Consultant, its officers, employees and their immediate families presently have no interest nor within the preceding 12 months had any interest including, without limitation, any business or personal relationship that would appear to conflict with the performance of services required to be performed under this Contract. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest.

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\_\_\_\_\_  
Consultant

By: \_\_\_\_\_

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

**CERTIFICATION REGARDING ORGANIZATIONAL  
CONFLICTS**

**FORM V-4**

**Failure to complete or submit this certification may cause the Proposer to be deemed non-responsive and ineligible for contract award.**

In signing below, Consultant certifies that:

- (1) it has read RT General Contract Provision, Article 14, "**Organizational Conflicts**," of this RFP and understands and agrees that participation in this Contract may limit or restrict its ability to participate in future contracts with RT, as a Prime Consultant or subconsultant, as further described in that Article; and
- (2) it has provided a copy of RT General Contract Provisions, Article 14, "**Organizational Conflicts**," of this RFP to all subconsultants included in its Proposal and has notified all such subconsultants that participation in this Contract may affect the subconsultant's eligibility to participate in future contracts offered by RT.

\_\_\_\_\_  
Consultant

By: \_\_\_\_\_

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

**CERTIFICATION REGARDING RT'S FORM OF  
AGREEMENT**

**FORM V-5**

I hereby certify that any necessary internal reviews and/or approvals, including but not limited to reviews by Proposer's legal counsel or contract administrator, of this RFP (including the Sample Contract) have been completed and, except as noted below, Proposer is prepared to enter into the Contract on the terms and conditions specified in the RFP.

---

Please select one of the following options and return this form with your Proposal.

\_\_\_\_\_ I accept all terms and conditions of the RFP documents without exception. I further acknowledge that RT will not consider any exceptions to the Contract terms and conditions submitted after I/we have submitted my/our response to this RFP.

OR

\_\_\_\_\_ I propose exceptions to the terms and conditions of the RFP documents. Each and every proposed exception is identified and set forth in Part 6 of this response to the RFP. I further acknowledge that RT will not consider any other exceptions to the contract terms and conditions not listed in Part 6 to this response to this RFP.

\_\_\_\_\_  
Consultant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**SBE PARTICIPATION CERTIFICATION LISTING OF SBE PRIME AND/OR SUBCONTRACTORS**

**FORM V-6**

Proposers must submit this form to be eligible for a 10% SBE point preference for this Contract. To be eligible for the preference, Proposer must (1) certify to RT that it is a Small Business; or (2) include in its Proposal this certification to RT that it commits to subcontract at least 25% of its Net Proposal Price with one or more certified Small Business(es) and complete the list below of the Small Business(es) it commits to subcontract with for a Commercially Useful Function in the performance of the Contract.

**1. Prime Proposer Information:**

Name of Prime Proposer: \_\_\_\_\_

Identify Proposer current certification status: **SBE** \_\_\_\_\_ or **Not SBE** \_\_\_\_\_ (If Not SBE, go to Item #2)

Provide Name of SBE Certifying Agency and Date and/or Number of Current Certification: \_\_\_\_\_

2. If no subcontractors will be used, skip to the certification below. Otherwise, list all subcontractors for this Contract. (Attach additional pages if necessary).

Subcontractor Name, Address, and Phone Number	Name of SBE Certifying Agency; Date/or Number of Current Certification; Or NONE	Work Performed or Goods Provided by Subcontractor for This Contract	Dollar Amount of Work to be performed by Subcontractor	Corresponding % of Proposal Price to be Paid Subcontractor

**I certify under penalty of perjury that the information provided is true and correct.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Page \_\_\_\_\_ of \_\_\_\_\_

## **VI. PROJECT SCOPE**

## SECTION VI PROJECT SCOPE

### 1. Overview and Project Scope

Sacramento Regional Transit District (RT), operates a bus and light rail transit system, desires to provide greater choice in fare purchase options to our riders and consignment sales outlets. To achieve our goal, we are pursuing a mobile and web-based ticketing solution that will allow RT passengers to purchase and use electronic fare media throughout the entire RT system.

RT is seeking a “best value” cloud-based mobile application solution that provides reliable, secure, and intuitive interfaces for riders to purchase and use our current standard and discount tickets and passes. RT’s fare current fare structure for individual ticket purchases can be found in Appendix A. The application sought under this RFP must include the capability to offer new and different fare types.

RT recognizes that the state of the industry for mobile fare payment technology is rapidly evolving, with vendors offering new functions, features, and capabilities in their products at an ever increasing rate. Due to this dynamically changing environment, RT has decided to be less prescriptive in nature with regard to specifying what features must be present in the proposed mobile fare application solution, and to allow each vendor to demonstrate its solutions and respond to questions about its product’s capabilities.

System proposers with written proposal scored within the competitive range will be required to provide one or more in-depth and detailed presentation(s) of the proposed mobile application and web interfaces and be prepared to respond to questions regarding system features, scalability, design, configuration, potential customization, and general use.

A list of required and desired functions, features, and performance characteristics, along with RT’s vision of how RT anticipates the system will be used, is provided below in Section 2. A more detailed list of desired elements is included as Attachment A to this Section. The Conformance Checklist included as Form V-1 identifies both the mandatory system features and features that are desirable for RT in either the short or long-term implementation of this application. In completing Part 3, Work Plan, of the Proposal and Form V-1, Proposer must identify which functions, features and performance characteristics can be offered, either initially or through delayed implementation. All proposals meeting the minimum required features will be evaluated, with those Proposals offering both breadth and depth of desired features being scored more highly.

The proposed solution must be a turnkey mobile and fare payment solution that, at minimum, permits vending of all fare types identified in RT’s fare structure to individual

users. This must include testing, delivery, installation, and assistance with any associated hardware, software, communications, system interfaces, operations, maintenance, licenses, support and training. Consultant is responsible for all work required for the Mobile and Online Ticketing Application to be fully operational except where tasks or responsibilities of RT, other consultants operating on behalf of RT, or others are specifically stated in this Project Scope.

## **2. System Vision and Functionality**

### **System vision**

1. RT envisions that the mobile fare application will be used by RT patrons for the purchase and use of electronic fares throughout its entire service area. At minimum, as of the January 1, 2017 launch date, individual users must have the capability to purchase all fare types through the application and use purchased media in areas without cellular or Wi-Fi connectivity.
2. RT currently has contractual agreements with over 180 consignment fare outlets that provide subsidized fares to their employees. RT envisions an on-line system that will allow these outlets to provide and/or sell subsidized fares (with varying discount options determined by the outlet) to their employees through the mobile fare application or website, and envisions that the system will provide back office reporting to allow for efficient outlet billing by RT. Preferably, the system would permit batch loading of media for these users.
3. RT also has agreements with schools and agencies in which RT collects the money directly from the school and agency, as opposed to collecting fares from the rider. RT would like fare options that continue to support this practice that can be managed through a back office system by RT staff, the school or agency, or some combination of both. Preferably, the system would permit batch loading of media for these users.
4. RT envisions the addition of future fare types, such as options for off-peak travel (non-commute hours), transfers, time based fares, and distance based fares.

### **Minimum System Requirements**

1. The proposed solution for single-fare media, daily passes, and monthly passes must be in production use at a minimum of one transit agency in the United States at the time of proposal submission.
2. The application must accept payment, at minimum, from the following major credit cards: MasterCard, Visa, Discover and American Express.
3. The mobile application must function on the following operating systems: iOS, Android and Windows operating systems.

4. The proposed solution must provide a web portal for customer account set up and management that is compatible with the following browsers: Chrome, Internet Explorer, Microsoft Edge, Safari, and Firefox.
5. The proposed solution must comply with state and federal accessibility requirements.
6. The proposed solution must provide a back office management website that allows RT personnel to: view and manage user accounts, manage fare structure (add, delete, and customize new and existing options), view real-time sales and transaction data, view geo-analytics of system use and passenger behavior, manage ticket appearance and security features, and generate and run custom reports.
7. The proposed back-office management system must have the ability for RT to specify which user accounts are authorized to purchase of special discounted fares such as senior, student, or disabled.
8. The mobile application and all websites must provide continuous PCI Level-1 certified payment processing with the option for indemnified payment support (indemnifies agency against PCI liability, fraud, chargebacks, or bank fees).
9. The mobile application must have capability for both visual and electronic (bar code, QR, and/or scanner) forms of fare verification. Visual fare validation must have significant integrated security features (examples of these features include, but are not limited to, animations, color integration, image overlays, or counters) to prevent fare evasion and fraud.
10. Consultant must provide prompt technical support and customer service to RT and its users during normal business hours (8 a.m. to 5 p.m. PST, Monday to Friday) for the duration of the Contract.
11. Applications and communications secured and encrypted with industry standard techniques and protocols.
12. Up-time availability of 99.9% for every service (maintenance disrupting service must happen between 2:30 a.m. and 4:30 a.m. PST).
13. Ability to launch or interface with other mobile/online solutions that RT may have internally developed or purchased from other third party vendors.

The system requirements listed in the System Vision and the Minimum System Requirements, represent the minimum criteria necessary for the proposed solution to be considered. Appendix B identifies additional desirable features.

### **3. Project Timeline**

The mobile application solution must be fully functional, tested, and ready to go live for individual purchases of single fares, daily passes, semi-monthly passes, and monthly passes no later than January 1, 2017. The proposal must include a schedule showing development, testing, training plans, and implementation. For features that will not go live on January 1, 2017, Proposer must identify the timeline for implementation.

**Regional Transit Fare Structure**

Fare Category	Current Price	Price Effective July 1, 2016
Single Ride (Time limit 90 minutes for Light Rail Only)	\$2.50	\$2.75
Discount Single Ride	\$1.25	\$1.35
Daily Pass	\$6.00	\$7.00
Discount Daily Pass	\$3.00	\$3.50
Monthly Pass	\$100.00	\$110.00
Semi-Monthly Pass	\$50.00	\$60.00
Student Semi-Monthly Sticker	\$25.00	\$27.50
Student Semi-Monthly Sticker Free/Reduced Lunch Eligible Students	\$12.50	\$17.50
Senior/Disabled Monthly Sticker	\$50.00	\$55.00
Senior/Disabled Semi-Monthly Sticker	\$25.00	\$30.00
Super Senior Monthly Sticker	\$40.00	\$40.00
Class Pass – Student (Valid for unlimited use from 9am-3:30pm)	\$2.50	\$2.75
Class Pass – Accompanying Adult (Valid for unlimited use from 9am-3:30pm)	\$5.00	\$5.50

### Additional Desired Features

1. RT anticipates that, in the future, other transit agencies in the Sacramento region may want to vend their fare media through this application. Consultant should be prepared to implement (through sub-menus or other approved mechanism) vending for other transit agencies within this application and must have a process for directly billing/charging the other transit agencies for purchases through the application, subject to execution of a contract between Consultant and each transit agency. Fees that will be charged to other transit agencies for this service should be included in the Pricing Proposal. Contractor should be cognizant of current and future regional system participants when designing the online and mobile application interfaces.

### 2. Additional Desired Capabilities

#### A. Ticket Design & Security Capabilities

RT desires a solution with the:

- Ability to create custom, animated tickets for visual authentication through back-office application suite
  - Change colors, components, speed, rotation, opacity, and duration of animation.
  - Integrate image layering to make images overlap and therefore much more difficult to copy.
  - Automate changes for monthly, weekly, or other time-fixed schedules or rules.
  - Allow RT to modify screen flows and objects as necessary (during purchasing process).
- Ability to create special events tickets or merchant branded tickets for community events or commercial/member agency partnerships.
- Support for interactive touch feature that proves animated ticket is not a video replay.
- Ability to integrate alpha-numeric day codes or security codes that correspond to other agency fare media.
- Support for displaying time stamps for ticket validation and expiration.
- Ability to keep the font size the same when purchasing and displaying the ticket.
- Ability to track the status of used, unused, returned, refunded, canceled, etc. tickets and passes
- Ability to provide pre-defined duration based validation promotional codes for free/discount tickets. These promotional codes could be managed through a back end system with the necessary internal controls.
- Ability to track purchases of tickets and passes through a unique ID number to assist in fraud protection and monitoring
- Ability for RT staff to complete periodic price changes with a start and end date in advance of the price changes.

## **B. User-Experience Capabilities**

RT desires a solution with the:

- Have the capability to transfer fare from one person's phone to another person's phone through their app accounts.
- Promo code capabilities – identify how the promo code feature can be used, tracked, and turned off.
- Ability to use tickets for multiple riders from one device in tandem as a multiple passenger feature.
- Ability to buy and use tickets only with a registered account.
- Ability to use more than one payment mechanism for checkout as a split purchase feature.
- Ability to purchase tickets from e-commerce website and have those tickets appear on the passenger app.
- Ability to access Order History from the app and online.
- Ability to change password for app log-in directly from the app and from e-commerce website.
- Ability to allow for RT to change fares and require customer to pay delta in fare increase.
- Ability to allow rider to use cash at an RT outlet in lieu of an electronic form of payment to make a purchase on the mobile app, as many customers do not have a credit card or bank account.
- Ability to provide push notification and pop ups to customers.

## **C. Fare Enforcement Capabilities**

RT desires a solution with the following fare enforcement capabilities:

- Ability to see location where user validated ticket.
- Real-time verification of ticket usage to show if user's tickets have been purchased and/or previously validated.
- Phone-number back up verification of user's available or active tickets if user's phone is dead.
- Ability to flag citation in the app and track when fare inspectors issue written warnings or lawful citations for expired fares or other reasons.
- Support for external hardware extension that provides laser-scan capability, extended battery life, and ruggedized shell (example: Linea Pro 4/5 or equivalent).
- Support for agency device management and provisioning to allow agency to activate and de-activate devices remotely preventing unauthorized access.
- Ability to see list of alpha-numeric day codes or other security codes used in fare media.
- Ability to update the Fare Enforcement app remotely and add new features and security updates that can be pushed to device while in the field without an "app update".
- Ability to scan and validate QR codes of existing paper-tickets.
- Ability to fill out and issue citations via Bluetooth tethered printer.

## D. Back-Office Capabilities

RT desires a solution with the following back office capabilities:

- Allow RT to modify, add, or remove fare types directly from the system.
- Ability to manage fare structure and product tax requirements.
  - Change pricing.
  - Change animation and visual security features such as time stamps.
  - Ability to enable or disable individual ticket types.
  - Ability to set rider class.
  - Ability to set geo class or zones.
- Ability to manage the sale of all fare products using serialized Inventory Management process. System must allow agency to authorize set number of tickets to be sold, and give administrators the ability to authorize or curtail additional inventory with email notification of low inventory.
- Allow multiple levels of “access rights” (permissions) for internal control purposes.
- Capability to use Zip Code and CVV2/CVC credit card verification.
- Ability to provide refunds to riders.
  - Refund all unused tickets.
  - Refund select tickets.
  - Refund specific monetary value.
  - Credit tickets.
- Ability to see sales and transaction data in real-time, with capability to select custom date ranges for selected data.
  - Ability to select time-of-day for viewing data (ex: peak hours data).
- Ability to view geo-analytics on live map.
  - View location of fare purchase.
  - View location of ticket validation.
  - View location of tickets scanned by fare enforcement personnel.
  - Sort map data by user type.
  - Sort map data by ticket type.
- Ability to easily export all data for integration with other software systems or tools:
  - .csv
  - .xml
  - JSON
  - .PDF
- Ability to run sales reports
  - Inventory serial ID
  - Date ticket was used
  - Date if refunded
  - Fare Type
  - Fare Value
  - Payment card last four digits
  - Type of payment
- Ability to run geo-reports
  - Purchase, validation, scan latitude and longitude
  - Date of action

- Order ID
- Rider Type
- Ticket ID
- Ticket Type
- Ability to run usage summary reports
  - Number of new users
  - Attrition / Retention analysis
  - Total revenue
  - Number of riders using system
  - Number of tickets purchased
  - Number of tickets used
  - Number of users in system
- Ability to run user statistics reports
  - Total number of riders by type
  - Percentage of rider type
  - Revenue per rider type
  - Percentage of revenue for rider type
  - Type of rider
  - Total count for all riders
- Ability to run ticket statistics report
  - Count of ticket type
  - Percentage for type of ticket
  - Revenue for ticket type
  - Percentage of revenue for ticket type
  - Ticket type
- Ability to run revenue summary report
  - Total revenue for period
  - Total refunds for period
- Ability to run enforcement report (total tickets scanned, and citations issued by citation type)
  - Enforcement by individual inspector
  - Enforcement by ticket type
  - Enforcement by rider type
  - Enforcement by latitude and longitude

## **E. Marketing Capabilities**

RT desires a solution with the following marketing capabilities:

- E-commerce website with the ability to be integrated into an online subscription portal.
- Mobile/Online platform must have the ability to use promotional codes that allow for discounted tickets, trial tickets and special tickets that will be utilized by the Marketing and Customer Engagement departments for marketing campaigns and customer related issues.
- Ability to integrate a loyalty program. RT is interested in implementing a loyalty program as an integrated part of mobile and online ticketing. This could be in the form of points, miles or another measurement and be redeemable for certain rewards.

- Push notifications (using geo-fencing) to customers who approach a designated area (typically around a station) that can communicate a destination, promotion, train status update or third-party advertisement.
- Look and feel of mobile and online ticket should be branded by RT.
- That design should remain the intellectual property of RT.
- Ability to offer multiple promotional tickets.
- Ability to integrate advertisements that do not impact the user experience through long wait times or interfere with the appearance of the application or proof of payment.
- Ability to work with Google Ad Services.

## **F. Integration Capabilities**

RT desires that Consultant and its proposed solution have the following:

- Knowledge and capability to integrate mobile payments system with fare collection system of record.
  - Design documents showing integration points and process.
  - API documentation for sharing reporting and web services.
- Knowledge and capability to integrate mobile payments with fare collection verification terminals.
  - Support for QR-code scanners
- Ability to integrate with GFI Fast Fare boxes

YCTD Microtransit Technology Platform RFP #22-01, Addendum #1

Attachment 3 - 2/24/2022 Pre-Proposal Conference RSVP List

<b><u>Company</u></b>	<b><u>Name</u></b>
Ecolane	Dana Slachta
Ecolane	Rex Clark
HBSS Connect Corp	Aastha Chaturvedi
HBSS Connect Corp	Jack Kelly
HBSS Connect Corp	Srishti Arya
RideCo	Babar Tahirkheli
RideCo	John Denenfield
Spare	Rob Precious
Spare	Sarah McCurrach
Spare	Terri Ling
Transdev	Cristina Russell
Transdev	Michael Klein
Transdev	Ron Bushman
Transdev	WC Pihl
Transdev/Cityway	Chloe Spano
Transloc	Kelsey Hales
TripShot	Paul Duncan
TripShot	Danny Drees
TripSpark	Danny Gioia
TripSpark	Gardner Cole
TripSpark	Jordan Maretzki
TripSpark	Mike Dukart
TripSpark	Paul Harrison
TripSpark	Tanya Brusse
Uber Transit	Eric Raszeja
Uber Transit	Lucia Phan
Via	Garrett Brinker
Via	Krista Glotzbach
Via	Taylor Riddick
ZED Digital	Sumithra Jagannath