

Request for Proposal
RFP #2024-04

For:

Micro-transit Software and Support Services

Eastern Contra Costa Transit Authority

801 Wilbur Avenue

Antioch, CA 94509

November 18, 2024

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Section 1

Notice Inviting Proposals

Notice Inviting Proposals
For
Micro-transit Software and Support Services
Eastern Contra Costa Transit Authority

Eastern Contra Costa Transit Authority (ECCTA), a Joint Powers Agency located in eastern Contra Costa County, California, is accepting proposals from qualified firms for a three-year contract with, at ECCTA's sole discretion, three one-year extensions to provide and support micro-transit software as a service within ECCTA's service area. This project shall include the furnishing of all labor, equipment, materials, testing, tools, training, and other services as required by the Scope of Work section and other contract documents.

ECCTA was formed in 1976 as a JPA consisting of the cities of Antioch, Brentwood, Pittsburg and the county of Contra Costa. Oakley incorporated as a city and joined the JPA in 1999. ECCTA provides over 1,000,000 trips each year to a population of nearly 330,000 residents in the 225 square miles of eastern Contra Costa County.

Pre-Proposal Conference

A pre-proposal conference will be held remotely, via Zoom, at 10:00 a.m. local time, on Wednesday, November 27. All prospective proposers are encouraged to attend. Registration will be required prior to joining the conference and can be done by following the link:

<https://us06web.zoom.us/j/87805658363?pwd=HxqmslF5jvUZoohgajbV1rlFycwicu.1>

Deadline for Receipt of Proposals

Proposals will be received by Eastern Contra Costa Transit Authority (ECCTA) until 3:00 p.m. local time, on Monday, January 6, 2025. Proposals may be submitted either via Bid Express or via mail to ECCTA's facility located at 801 Wilbur Avenue, Antioch, CA 94509. Proposals received after the said time or at any other place other than the time and place stated in this RFP will not be considered. Proposals must be received on the enclosed ECCTA proposal form with the required certification forms listed in the proposal documents. Proposals submitted on any other forms will be considered non-responsive and will be rejected.

Proposal Documents/ECCTA Representative

Copies of the RFP documents may be obtained from the following ECCTA representative:

Joe Chappelle
Manager of Administrative Services
Eastern Contra Costa Transit Authority
801 Wilbur Avenue
Antioch, CA 94509
procurement@eccta.org

Copies of the RFP documents may also be obtained by visiting the following link:
<https://www.bidexpress.com/businesses/72695/home>. New users to the Bid Express portal will be required to complete a free registration before receiving access to the RFP documents.

ECCTA may change the identity or contact information of the ECCTA representative at any time through the issuance of an addendum.

Following the closure of the proposal submittal period, ECCTA intends to procure the highest quality service possible for the best value possible.

All proposals must be furnished in accordance with the terms and conditions of the contract documents, including the Information for Proposers, General Conditions, Special Conditions, Scope of Work, and Proposal Form. All prospective proposers receiving proposal documents directly from ECCTA will be notified of all addenda and will receive copies.

Legal Requirements

This contract may be subject to a grant contract between the Metropolitan Transportation Commission (MTC). The contract is subject to laws and regulations governing the use of such funds. Bidders will be required to certify that they have not been suspended or debarred from participation in federal or state funded contracts. Full compliance with applicable Safety and Health Standards, DBE requirements, Equal Employment Opportunity and Americans with Disabilities Act laws and regulations will be required of the successful bidder.

ECCTA has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation, 49 Code of Federal Regulations (CFR) Part 26 and, as a recipient of federal financial assistance, ECCTA has signed an assurance that it will comply with 49 CFR Part 26. As such, ECCTA notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this IFB, Disadvantaged Business Enterprises (DBEs) will be afforded full opportunity to submit a bid in response to this request and will not be discriminated against on the basis of race, color, sex, or national origin in consideration for an award and fully encourages all bidders to seek DBE participation in their bids.

Reserved Rights

ECCTA reserves the right to reject any and all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedure, to make any awards or any rejections in what it alone considers to be in the best interest of ECCTA, or to postpone the due date of proposals or award for any reason whatsoever in ECCTA's sole discretion. No proposer may withdraw its proposal for a period of 60 calendar days after the date of opening of the proposals. Each proposer will be notified of the award of contract, if an award is made.

Office of the Chief Executive Officer (CEO)

November 18, 2024

Section 2

Key Proposal Dates

Key Proposal Dates
Micro-transit Software and Support Services
RFP #2024-04

<u>Task</u>	<u>Date</u>
Request for Proposal issue date:	Monday, November 18, 2024
Non-Mandatory pre-proposal conference:	Wednesday, November 27, 2024 at 10:00 a.m.
Requests for Substitutions due date:	Friday, December 13, 2024 at 3:00 p.m.
Technical and Price Proposal due date:	Monday, January 6, 2025 at 3:00 p.m.
Interviews with selected proposers:	TBD; estimated for the week of January 20, 2025
Technical Review Committee recommendation:	Thursday, February 6, 2025
ECCTA Board of Directors award contract:	Wednesday, February 26, 2025

Section 3

Information for Proposers

Information for Proposers
Micro-transit Software and Support Services
RFP #2024-04

Scope and Location of Work

The work to be performed under this contract consists of the furnishing of all labor, materials, tools, equipment, and services to provide and support micro-transit software as a service within ECCTA’s service area. Contract documents contain a complete description of the work.

Examination of Contract Documents/Notification of Errors

Each proposer shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, and addenda (if any). Submission of a proposal shall constitute acknowledgment, upon which ECCTA may rely, that the proposer has thoroughly examined and is familiar with the contract documents. Failure or neglect of a proposer to receive or examine any of the contract documents shall in no way relieve them of any obligation with respect to their proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract documents.

Additionally, proposers shall review the technical specifications and prior to submission of the proposal, report any errors and omissions noted by the contractor to ECCTA. The review by the contractor shall be confined to the contractor’s capacity as a contractor and not as a licensed contractor.

It shall also be the proposer’s responsibility to call to ECCTA’s attention any missing pages in the contract documents, including the addenda. These items shall be brought to the attention of ECCTA, in writing, at least one week prior to the proposal due date.

Interpretation of Contract Documents

No oral representation or interpretations will be made to any proposer as to the meaning of the contract documents. Requests for interpretation shall be submitted through the Bid Express portal or made in writing and delivered to ECCTA on or before the time indicated in the Key Proposal Dates.

Emailed requests for interpretation should be emailed to procurement@eccta.org, with the subject heading “ECCTA Micro-transit Software and Support Services 2024-04.”

Interpretations, where necessary, will be made by ECCTA in the form of an addendum to the contract documents. Addendums will be sent as promptly as is practical to all parties to whom the proposal documents have been issued. All such addenda shall become part of the contract. Requests for information before the award of contract shall be directed to the ECCTA representative identified in the Notice Inviting Proposals.

Term and Time of Performance

Upon receipt of the Notice to Proceed or the date specified in the Notice to Proceed, the contractor shall immediately commence work on the project.

Pre-proposal Conference

A pre-proposal conference will be held at the time and place indicated in the Notice to Proposers and in the Key Dates section. Attendance at this conference is recommended but not required. The conference will be held via Zoom and registration is required prior to attending. Registration can be completed by going to this link:

<https://us06web.zoom.us/j/87805658363?pwd=HxqmslF5jvUZoohgajbV1rlFycwicu.1>

At the pre-proposal conference, ECCTA's Disadvantaged Business Enterprise (DBE) participation policy will be explained. While this contract has no specific DBE goals associated with this contract, ECCTA encourages the use of DBEs.

Questions about the proposal or exceptions/objections to the requirements of the proposal, including any objections to the terms and conditions of the contract, should be submitted in writing to the ECCTA representative prior to the meeting in order to provide ECCTA staff sufficient time to prepare responses.

Written questions submitted prior to, and questions raised at the conference, will be answered in a written addenda to the proposal and will be made available to all proposers regardless of whether they attended the pre-proposal conference.

Following the pre-proposal conference, ECCTA will make a list of all those to whom the proposal was furnished, as well as those attending the meeting, available to interested parties. Representatives of certified DBE firms will be identified on the list.

Proposals

General

Proposing firms must not be on the Comptroller General's list of ineligible proposers. The contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations. DBEs will be afforded full opportunity to submit proposals in response to this RFP and will not be subjected to discrimination on the basis of race, disability, color, sex, or national origin in consideration for an award.

All proposals shall give, in the space provided, all other information requested therein, and shall be signed by the proposer, or an authorized representative, with their address. Proposals will be evaluated as provided in "Evaluation of Proposals" below.

Proposers must prepare and submit all required documents. Failure to properly complete and sign any forms may be cause for rejection of a proposal.

Format of the Technical Proposal, the Price Proposal and the Required Forms

The intent of this RFP is to encourage responses that clearly communicate the proposer's understanding of the project, and the proposer's proposed approach to meet the requirements of ECCTA. Information should be provided in a concise and well-organized manner. Submittals should not contain any unnecessary promotional material.

Physical copies of the proposal should be prepared in at least a 12-point font. All signatures on physical copies must be signed in ink and shall be made by an officer of the proposer with the authority to bind the proposer to the terms of the solicitation.

Content of Technical Proposal

To be considered, the technical proposal must address the requirements of the Scope of Work and shall include:

1. Statement of Qualifications
2. Transition and Start-up Plan
3. Work Plan
4. User Terms of Service and Privacy Policy
5. Properly Executed Certifications
6. Identification of parts of Proposal that are proprietary
7. Listing of exceptions/objections

1. Statement of Qualifications

Description of Organization

This section should contain a concise description of the proposer's background, including size and years in business, and experience in providing services similar to those outlined in the Scope of Work.

References

This section should contain a listing of at least five projects within the last three years. Please complete the project reference table included in Section 8.

2. Transition and Start-up Plan

The detailed transition and start-up plan should include a description about how the services will be transitioned from the end of the current service providers SaaS to the permanent solution, assuring a smooth start-up, including a timeline that will ensure all transition and start-up tasks will be completed prior to the contract start date. The transition costs will not be subject to price scoring, but will be evaluated as part of the proposer's overall understanding of the project. Transition costs should be included as part of the transition/start up plan costs on the price sheet.

The transition and start-up plan should include:

- A chart that identifies the various activities/deliverables associated with the components of your plan, start and end dates, status, percent complete, who's responsible, critical dependencies, and the easily recognizable milestones during the life of the plan.
- An Issues Log that identifies specific action steps for issues needing to be addressed by whom and by when.
- A Risk Analysis of potential problems throughout the transition and start-up. The analysis will include a description of perceived risks and a contingency plan for mitigating and/or avoiding those risks.
- The proposer's plan for providing training, including training schedules, to assure a fully trained workforce by the contract state date

The transition and start-up period will be a maximum of 60 working days.

3. Work Plan

The proposals shall include a complete work plan as well as a transition timeline, if applicable, that completely address each aspect of the Scope of Work as defined in Section 6 of the RFP.

This work plan shall include the following information:

- Description of plans to monitor and control quality of service.
- Description of the various applications utilized (i.e. customer-facing, customer service representative-facing, operator-facing, dispatcher-facing, administrator-facing) on various media of use (e.g. Android, iOS, web browsers)
- Explain how data is collected and reported
- Explain how technical support and software updates/releases will be provided and delivered, including any additional costs associated with these.
- Explain how the transfer of data at contract termination will occur.
- Explain how the import of existing data will be accomplished.
- Explain how billing problems both for the agency and the end user are resolved.
- What is the current system downtime for your company's customer facing and back office SaaS
- List any green business policies, practices, or certifications.
- Explain what the process is for service expansion (i.e. – zones, fleet size and or hours of operation)
- Provide a technology roadmap that explains future SaaS enhancements

4. User Terms of Service and Privacy Policy

5. Properly Executed Certifications

All properly executed certifications in Section 8 of this RFP and:

If the proposal is made by a partnership or joint venture:

- The signature, printed name, title, and company name of at least one of the general partners. Additionally, the proposal shall include a notarized Power of Attorney form

which certifies that the individual(s) signing the proposal have the authority to sign the cost proposal form and to bind the partnership or joint venture.

If the proposal is made by a corporation:

- The signature, printed name, and title of at least one officer authorized to sign on behalf of the corporation.
- The state under the laws of which the corporation is incorporated must be indicated. Additionally, the proposal shall include a notarized Power of Attorney form which certifies that the individual(s) signing the proposal have the authority to sign the cost proposal form and to bind the corporation.

6. Proprietary Information

Proposers are to identify all parts of the proposal the proposer considers proprietary and include written justification for the claim, as the proposal could be made public as a result of Freedom of Information Act requests.

If the proposer submits a proposal containing proprietary information, it must also prepare and submit a version of the proposal that redacts or otherwise removes all proprietary information. The redacted proposal must be identical to the original proposal other than the redactions of proprietary information.

7. Exceptions/Objections

Proposers should make a statement listing any exceptions/objections to the requirements of the RFP. This shall include any objections to the terms and conditions of the agreement between the successful proposer and ECCTA. Failure to specify any exceptions or objections to the requirements, and/or the terms and conditions, of this RFP will constitute acceptance of ECCTA's requirements.

Content of Price Proposal

To be considered, the price proposal must address all requirements of the Scope of Work.

The price proposal shall include everything necessary for the completion of and fulfillment of the contract including, but not limited to, insurance, transportation, materials, equipment, overhead, profit, and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents, and all applicable federal, state, and local taxes that may be incurred by the proposer in rendering the service called for under this contract.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quality shall be deemed to be the amount proposed.

Where there is a conflict between words and figures, the words shall govern and the figures shall be disregarded.

To be considered, the price proposal must address the requirements of the Scope of Work and shall include:

- A properly completed and signed Proposal Cover Form located in Section 7 of the RFP
- A properly completed Price Proposal Form located in Section 7 of the RFP.

Any price proposal submitted on any other form will be considered non-responsive and will be rejected. The price proposal shall give all information requested. Any price proposal with blank spaces will be considered non-responsive and will be rejected.

Proposal Submission Procedures

All proposals shall either be completed and submitted on the Bid Express portal or be enclosed in a sealed envelope or package, labeled and delivered to the ECCTA at the place, and on or before the time, indicated in the Notice Inviting Proposals. Proposals received after this time, or at any other location, will not be considered. ECCTA shall not be responsible for the failure of mailed, delivered, or submitted proposals to actually be received by ECCTA by the time due on the date due. **Technical problems with submission at the Bid Express portal shall be directed to Bid Express Customer Service.** No oral, telegraphic, or telephone (including facsimile) proposals or modifications will be considered.

Mailed hard copies of a proposer's technical and price proposal must be submitted as follows:

One original proposal with required signatures in ink by an officer of the proposer with the authority to bind the proposer to the terms of the RFP submitted in a securely sealed envelope marked as follows:

1. ORIGINAL: RFP 2024-04 MICRO-TRANSIT SERVICES – Technical and Price Proposal

If applicable, one redacted copy must also be submitted, in securely sealed envelope, marked as follows:

REDACTED: MICRO-TRANSIT SERVICES – Technical and Price Proposal

1. One electronic copy on a thumb drive in a securely sealed envelope marked as follows:

ELECTRONIC: RFP 2024-04 MICRO-TRANSIT SERVICES – Technical and Price Proposal

Inquiries over the phone for clarification, interpretation, submission, or other proposal-related matters will not be answered outside the issuance of an addendum. Inquiries about proposal results will not be answered prior to contract award. Proposal forms received after the designated time will not be accepted. Proposers and their authorized agents may be invited to attend an interview.

No proposer may withdraw its proposal for a period of 60 calendar days after the proposal due date.

ECCTA reserves the right to reject any or all proposals, to make any awards or any rejections in what it alone considers to be in the best interest of ECCTA, and to waive any informalities or irregularities in the proposals.

Addenda

Each proposal shall include specific acknowledgment (in space provided) of the receipt of all addenda issued during the proposal period. Failure to so acknowledge all addenda may result in the proposal being rejected as non-responsive.

Proposal Prices

Proposal prices shall include everything necessary for the completion of, and fulfillment of, the contract including, but not limited to, furnishing all transportation, materials, equipment, tools, and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. In the event that the indicated sum of any column of figures is incorrect, the correct sum shall govern and the correct sum shall be deemed the amount indicated.

Proposal prices shall include all applicable federal, state, and local taxes. Upon award of contract the contractor shall submit to ECCTA a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification.

All proposal prices shall include freight (FOB) to the designated delivery point. ECCTA will reject requests for additional compensation for freight charges unless it has requested expedited delivery.

Evaluation of Proposals

General

If a contract is to be awarded, it shall be awarded to the contractor that is the most qualified responsive proposer who demonstrates the attributes of trustworthiness as well as quality, fitness (including financial qualifications), and the capacity and experience to enable it to prosecute the work successfully and properly and to complete the work within the time period named in the contract documents. The most qualified and highest ranked proposer, after any applicable interviews, will be invited to negotiate the final scope of services, schedule, and fees with ECCTA. If ECCTA is unable to reach an agreement on cost and other technical requirements, negotiations will be initiated with other qualified firms in order of their ranking in the competitive range.

Evaluation of Proposals

ECCTA's evaluation committee will employ the following selection criteria:

Criteria	Detail	Scoring
Technology functionality/approach	Functionality of Provider's solution in relation to key features presented above	35 points
Qualifications/experience	Provider's experience deploying solutions for similar types of needs	20 points
Training/Deployment/Support	Provider's training plan, deployment plan, and support plan	30 points
Pricing	ECCTA intends to procure the highest quality product possible for the best value possible.	15 points

The evaluation committee may use numerical scores in applying the evaluation criteria. The significance of the difference in numerical scores is not the numerical difference itself and is based on the considered judgment of the committee.

Thus, proposals with essentially equal total scores may be deemed significantly different because of the significance of differences in scores on individual evaluation criteria. Likewise, proposals with substantially different total numerical scores may be deemed essentially equal.

ECCTA has attempted to state the evaluation criteria in a manner that makes the relative importance of each criterion readily apparent. Any prospective proposer that is unsure about the meaning or relative importance of an evaluation criterion should request clarification as soon as possible.

importance of an evaluation criterion should request clarification as soon as possible.

Interviews

Proposers might be invited to meet with the ECCTA evaluation committee. ECCTA intends to procure the highest quality service possible for the best value possible. At this time, proposers should clarify their proposals, demonstrate a clear understanding of the RFP, ECCTA's organization and respond to any questions the interview panel may have. Proposers will be allotted no more than 50 minutes for a presentation. The presentation will be followed by a question and answer period lasting no more than 30 minutes and should be answered by someone that has the authority knowledge to answer any question asked.

Modification of Proposals

Modification of a proposal already received will be considered only if the modification is received prior to the time established for receiving proposals. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original proposal.

Postponement of Due Date

ECCTA reserves the right to postpone the date and time for receiving the proposals at any time prior to the date and time established in the Notice Inviting Proposals.

Protest Procedures

These procedures will apply to all procurement actions whether by sealed bid, request for proposal or sole source and regardless of the stage of the procurement process at which the protest is filed.

Protest Before Proposals Due

Protests based upon restrictive specifications or alleged improprieties in the proposal procedure shall be filed, in writing, 10 business days prior to the proposal due date. A detailed description of the facts underlying the protest plus any supporting documentation must be included with the written protest. The protest must be submitted to the ECCTA representative identified in the Notice Inviting Proposals.

Protest of Award

A proposer may file a protest with ECCTA alleging a violation of applicable federal or state law relative to the seeking, evaluating and/or awarding of a procurement contract. Such protest must be submitted to the ECCTA representative identified in the Notice Inviting Proposals no later than three business days after the date of the notice of intent to award of the contract by ECCTA.

The initial protest document must contain a detailed description of the legal and/or factual grounds for the protest, including references to the specific portion(s) of all document(s) that form the basis for the protest and all supporting documentation. The protest must state the form of relief requested. For protests containing elements not based on publicly released information, the protest must contain documentation clearly showing the date on which the protestor received the information.

The protest must contain the RFP solicitation number and title under which the protest is submitted, and must include the name, address, and telephone number of the person representing the protesting party, and the signature of the protester or authorized representative of the protester.

The written decision of the ECCTA representative or designee on the protest shall be served upon the protesting proposer and any proposer subject to the protest within five business days of receipt of the protest. The ECCTA representative or designee may extend the five business days if necessary to review additional information requested from any proposer or otherwise received.

If the subject matter of the project is receiving any state or federal funds which require a protest procedure different than the procedures stated above, then that protest procedure shall control.

The procedure and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. A proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the proposal protest, including appealing the ECCTA

representative's decision, filing a Government Code Claim or other legal proceedings. A proposer may not rely on a protest submitted by another proposer, but must timely pursue its own protest.

Appeal of Decision

If any proposer is not satisfied with the decision of the ECCTA Representative, the proposer may appeal the decision, in writing, within three business days to ECCTA's CEO:

Office of the CEO
Eastern Contra Costa Transit Authority
801 Wilbur Avenue
Antioch, CA 94509

The CEO shall investigate and shall respond in writing, within five business days, specifying any differences between their findings and those of the Manager of Administrative Services. The CEO shall state the action to be taken by ECCTA or the fact that no action shall be taken. The decision of the CEO is the final decision of ECCTA.

Public Records Act Requests

In accordance with the California Public Records Act, ECCTA will make available to the public all correspondence and written questions submitted during the proposal period, all proposal submissions opened in accordance with the procedures set forth herein, and all subsequent proposal evaluation information. All submissions not opened will remain sealed and shall be returned to the submitter. Except as otherwise required by law, ECCTA will not disclose trade secrets or proprietary financial information submitted by proposers that has been designated as confidential by proposers. Any such trade secrets or proprietary financial information that the proposer believes should be exempted from disclosure shall be specifically identified and marked as such and included in a separate redacted proposal document. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific confidential information must be clearly identified as such.

The proposer will, at its sole expense, take all appropriate legal action and defend ECCTA's refusal to produce the information in all forums; otherwise ECCTA will make such information available to the extent required by applicable law, without restriction.

Information disclosed in the opened submissions are the property of ECCTA unless the proposal makes specific reference to information that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

Section 4

General Conditions

General Conditions

Micro-transit Software and Support Services

RFP #2024-04

Interpretation of Contract Documents

Intent of Contract Documents

The intent of the contract documents is to prescribe the details for the completion of the work which the contractor undertakes to perform in accordance with the terms of the contract. Where the specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.

Unless otherwise specified, the contractor shall furnish all labor, material, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

Coordination of Contract Documents

The Information to Proposers, General Conditions, Special Conditions, Scope of Work, and all other documents required by the RFP are essential parts of the contract. The documents are intended to be complementary, and a requirement occurring in one is binding as though occurring in all.

In the case of discrepancy or ambiguity in the contract documents, the following order of precedence shall prevail:

1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying
2. Contract (sample included in Section 9 of this RFP)
3. Special Conditions and Scope of Work
4. General Conditions and Information to Proposers

Any conflict between a bill or list of materials shown in the contract documents and the actual quantities required to complete the work required by contract documents, will be resolved in favor of the actual quantities.

Approximate Quantity Estimate

The quantities given in the proposal and contract forms are approximate only, being given as a basis for the comparison of proposals, and ECCTA does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary or advisable by ECCTA.

General

Rendition of Services

By submitting a proposal, the proposer agrees to undertake, carry out, and complete all work established in a professional and timely manner satisfactory to ECCTA standards as described in this RFP.

Release of Information

Neither the successful contractor nor any unsuccessful proposer shall release any reports, information, or promotional materials prepared in connection with a contract award without obtaining prior permission from ECCTA.

Prohibited Interest

By submitting a proposal, the proposer represents and warrants that neither the CEO, nor any director, officer, agent nor employee of ECCTA, has in any manner any interest, contractual or non-contractual, financial or otherwise, in this transaction or in the business of the proposer.

If any such interest comes to the knowledge of the proposer at any time, a full and complete disclosure of all such information shall be made in writing to ECCTA, even if such interest would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California.

No member, officer, or employee of ECCTA or of any of its member jurisdictions during their tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

No member or a delegate to the Congress of the United States shall be admitted to any share or part of the contract awarded under this proposal or to any benefits arising therefrom.

Proposer's Status

Neither the proposer nor any party contracting with the proposer shall be deemed to be an agent or employee of ECCTA. The proposer is and shall be an independent contractor, and the legal relationship of any person performing work for the proposer shall be one solely between said parties.

Ownership of Work

All reports, drawings, plans, specifications, and other materials prepared, or in the process of being prepared, for the services to be performed by the proposer shall be and are the property of ECCTA, and ECCTA shall be entitled access to, and copies of, during the progress of the work.

In the event that the work which is the subject of the contract is not completed, for any reason whatsoever, all designs and materials generated under this contract shall be delivered as ECCTA may direct.

Proprietary Information

Proposers are to identify all parts of the proposal the proposer considers proprietary and include written justification for the claim, as the proposal could be made public as a result of Freedom of Information Act requests.

Insurance, Bonds and Indemnity

Insurance Requirements

A. Insurance Certificates, Riders, Stipulations

The successful contractor shall furnish original certificates of insurance showing a commencement date no later than the effective date of the contract. The insurance shall be in compliance with the stipulations outlined in the scope of work.

With respect to all coverages, the certificates of insurance shall include a stipulation that the insurer will notify ECCTA no less than 30 calendar days prior to any change, termination or cancellation of the insurance policy or coverages provided under such policy.

With respect to all coverages, the certificates of insurance shall indicate that ECCTA, its directors, officers, agents, and employees are additional insureds under said policies and that the contractor's policies are primary and no insurance of ECCTA shall be called upon to contribute to any loss up to the limits of contractor's policy.

The contractor shall indemnify, keep and hold harmless, ECCTA, its directors, officers, agents, employees, and member jurisdictions against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the contractor or its employees, and the contractor shall, at its own expense, defend any and all such actions, and shall at its own expense pay all charges of attorneys and all costs and other expense arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against ECCTA in any such action, the contractor shall, at its own expense, satisfy and discharge the same.

B. Worker's Compensation

The contractor and subcontractors, at their own cost and expense, shall carry and maintain Statutory Worker's Compensation Insurance and Employer's Liability Insurance with limits not less than \$300,000 with an insurance carrier that is satisfactory to ECCTA that has a Best's rating of no less than A: VII.

C. General Liability

The contractor and subcontractors, at their own cost and expense, shall maintain liability insurance for the period covered by the contract in an amount not less than \$300,000 per occurrence combined single limit coverage. Such coverage shall include, but shall be not be limited to, protection against claims arising

from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under the contract. The insurance is to be placed with insurers with a Best's rating of no less than A: VII, shall be with insurers and under forms of policies that is satisfactory in all respects to ECCTA, and shall provide that notice to ECCTA 30 calendar days prior to cancellation or material change. The following endorsements shall be included with the policy:

- The policy shall cover on "an occurrence basis."
- The policy shall cover personal injuries as well as bodily injuries. The exclusion of contractual liability must be eliminated from personal injury endorsement.
- The policy shall cover contractual liability insuring the obligations assumed by contractor under the contract.
- ECCTA, its officers, agents, and employees shall be named as additional insureds, and the policy shall stipulate that this insurance will operate as primary insurance and that no other insurance held by ECCTA will be called upon to contribute.

D. Vehicle Liability

The contractor and subcontractors, at their own cost and expense, shall maintain liability insurance for the period covered by the contract in an amount not less than \$300,000 combined single limit. Coverage shall include owned vehicles, hired vehicles, and non-owned vehicles, as well as bodily injury, property damage, collision and comprehensive, and include coverage for damage to ECCTA vehicles.

The insurance is to be placed with insurers with a Best's rating of no less than A: VII, shall be with insurers and under forms of policies that is satisfactory in all respects to ECCTA, and shall provide that notice to ECCTA 30 calendar days prior to cancellation or material change.

E. All Risk Property Insurance

The contractor and subcontractors, at its own cost and expense, shall maintain insurance coverage for full replacement cost on the contractor's tools, equipment, or other property whether it is owned or leased, brought onto ECCTA property, or used in connection with the project. The insurance is to be placed with insurers with a Best's rating of no less than A: VII.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Separation of Insureds

The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverages afforded shall apply as though separate policies had been issued to each insured.

B. Additional Insured Status

ECCTA and its member jurisdictions, together with their respective officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability policy with respect to liability arising, directly or indirectly, out of work, operations, services, acts, errors or omissions in performance by or on behalf of the contractor, including services, materials, parts or equipment furnished in connection with such work or operations. General liability coverage must be provided in the form of an endorsement to the contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms, if later revisions are used).

ECCTA and its member jurisdictions, together with their respective officers, officials, employees, and volunteers are to be covered as additional insureds on the vehicle liability policy with respect to liability arising out of contractor's use of vehicles in connection with this RFP.

C. Primary Coverage

For any claims related to this contract, the contractor's insurance coverage shall be primary and noncontributing insurance as respects ECCTA and its respective officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by ECCTA and its respective officers, officials, employees, or volunteers shall be excess of the contractor's insurance and shall not contribute with it.

D. Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 calendar days' notice to ECCTA by certified mail. The contractor shall obtain an endorsement to each policy required by this RFP reflecting the contract by the insurer to provide such notice. In addition, the contractor is responsible to notify ECCTA within 5 business days of any cancellation, non-renewal, reduction in limits, or material change that affects required insurance coverage.

E. Waiver of Subrogation

The contractor will grant to ECCTA a waiver of subrogation of any right to subrogation which any insurer of said contractor may acquire against ECCTA and its respective officers, officials, employees, and volunteers by virtue of the payment of any loss under such insurance, including the coverages required in this RFP.

The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not ECCTA has received a waiver of subrogation endorsement from the insurer.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by ECCTA. ECCTA may require the contractor 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. Any deductibles or self-insured retention shall be the responsibility of the contractor to satisfy.

G. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to ECCTA.

H. Verification of Coverage

The contractor shall furnish ECCTA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by these insurance requirements. The certificates, endorsements and applicable policy language to be provided must include proof of (1) the coverages required; (2) the required limits; (3) separation of insureds; (4) additional insured status; (5) primary coverage; (6) notice of cancellation; and (7) waiver of subrogation. All certificates and endorsements are to be received and approved by ECCTA before work commences, and must be provided annually thereafter for the duration of the contract. However, failure to obtain the required documents prior to the work beginning or thereafter shall not waive the contractor's obligation to provide them. ECCTA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Indemnity

To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), Contractor shall defend, indemnify, and hold harmless, ECCTA and each of its officers, officials, employees, consultants and agents including, without limitation, the governing board, project manager and each ECCTA representative, from claims, suits, actions, losses and liability of every kind, nature and description including, without limitation, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with, or resulting from performance of the Work, failure to perform the Work, or condition of the Work that is caused in whole or part by any act or omission of Contractor, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except for liability for loss, damage, or expense arising from ECCTA's sole negligence, willful misconduct, or active negligence.

With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity including, without limitation, costs of defense, against ECCTA and each of its officers, officials, employees, consultants and agents including, without limitation, ECCTA, the governing board, project manager and each ECCTA representative. ECCTA shall provide timely notice to Contractor of any third-party claim relating to the contract documents, in accordance with Public Contract Code section 9201.

Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its subcontractors of any tier, or the officers or agents of any of them.

To the furthest extent permitted by law (including, without limitation, Civil Code section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout contract documents shall apply even in the event of breach of contract, passive negligence, fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of contract documents. If Contractor fails to perform any of these defense or indemnity obligations, ECCTA may in its discretion back charge Contractor for ECCTA's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.

Commencement of Work

Notice to Proceed

As soon as practical after execution of the contract, and after receipt of acceptable insurance certificates by ECCTA, a written "Notice to Proceed" will be mailed to successful proposer. The effective date of the notice to proceed will be the date stated in the notice.

Commencement of Work, Progress, and Time for Completion

The contractor shall begin work immediately after receipt of the Notice to Proceed or the date specified therein and shall diligently prosecute the same to completion within the time set forth in these contract documents.

Changes

General

ECCTA reserves the right to make such alterations, deviations, additions to or omissions from the contract documents, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed necessary or advisable and to require such extra work as may be determined by ECCTA to be required for the proper completion or construction of the whole work contemplated.

Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by ECCTA.

All changes in the work shall be made as provided in the contract documents. Notice is hereby given that under certain circumstances, changes may require the approval of the legislative body, and may further require notice to affected property owners and the conduct of a public hearing.

Extra Work

New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a proposal price. The contractor shall do no extra

work except upon written order from ECCTA. Compensation for authorized extra work will be paid as previously agreed upon in writing.

Owner Rights

Authority of ECCTA

ECCTA shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner or performance and loss of progress of the work; all questions which may arise as to the interpretation of the technical specifications; all questions as to the acceptable fulfillment of the contract on the part of the contractor; and all questions as to compensation. ECCTA's decision shall be final and shall have authority to enforce and make effective such decisions and orders which the contractor shall carry out promptly.

Risk of Loss

All loss of damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to final written acceptance of the supplies, materials, or equipment, or from any act or omission not authorized by the contract documents on the part of the contractor or any agent or person employed by it, shall be sustained and borne solely by the contractor.

Compliance with Applicable Laws and Regulations

The contractor shall keep fully informed concerning all requirements of law including, but not limited to, all federal, state, and local laws, regulations, and ordinances which affect the performance of work under the contract.

The contractor shall at all times observe, and shall cause all employees and subcontractors to observe, all such requirements of law and shall protect, indemnify, and hold harmless ECCTA, its directors, officers, agents, and employees against all claims and liabilities arising from, or based on, the violation of any such requirement of law whether by the contractor or their employees or subcontractors.

If any discrepancy or inconsistency is discovered in the contract documents of the work in relation to any such requirements or laws, the contractor shall immediately report the same to ECCTA.

The contractor shall, if requested by ECCTA, provide certification and evidence of such compliance. If any part of the contract documents is declared invalid by a court of law, such decision will not affect the validity of the remaining portion, which shall remain in full force and effect.

Prior to award of a contract, the proposer shall furnish upon ECCTA's request verification of payment to its employees California's minimum wage as required by law. In addition, upon ECCTA's request, the proposer shall promptly furnish verification that its employees have legal rights to work in the United States of America and in the State of California.

Labor

Fair Employment Practices: California State Fair Employment Housing Act

The contractor shall comply with the State Fair Employment and Housing Act (California State Government Code Sections 12900 through 12996), and the regulations promulgated by the California State Fair Employment and Housing Commission to implement said Act.

The contractor shall comply with Section 1735 of the California State Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works in violation this section is subject to all the penalties imposed for a violation of this chapter.”

The contractor shall include, and shall cause all sub-consultants to include, the provision of California's Fair Employment Practices Article in every subcontract entered into, related to this contract.

The contractor shall complete and submit with Proposal documents the “Fair Employment Practices Certificate” form in Section 8 of this RFP.

Nondiscrimination

In the performance of the contract, the contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color, national origin, ancestry, sex, gender, sexual orientation, gender expression, gender identity, religious creed, age, medical condition, disability, genetic information, marital status, or military and veteran’s status in any manner prohibited by law.

The contractor shall take affirmative actions to ensure that applicants are hired and that employees are treated during employment in accordance with this non-discrimination obligation.

Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this article.

Violation of the State Fair Employment and Housing Act

Upon finding a violation of the California State Fair Employment and Housing Act by contractor, or a finding in a final judgment by a court of competent jurisdiction in an action to which contractor is a party, that contractor has unlawfully discriminated against any employee or applicant for employment, ECCTA will notify contractor that unless it demonstrates to the satisfaction of ECCTA within a stated period that the violation has been corrected, contractor’s right to proceed with the work may be suspended or terminated, in whole or in part. ECCTA will deem a finding of violation of the California State Fair

Employment and Housing Act to have occurred in performance of this contract upon receipt of written notice from the California State Fair Employment and Housing Commission that it has investigated and determined that contractor has violated this act in performance of this contract, and that said Commission has issued a final order under California State Government Code Section 12970 or obtained a final judgment under California State Government Code Section 12973; provided, however, that for purposes of this Fair Employment Practices Article, a judgment, order or injunction shall not be considered final: (a) if, and for the period that, the same is stayed or subject to further administrative or judicial review, or (b) if the same is vacated, reversed or set aside in whole or in substantial part as a result of subsequent administrative or judicial proceedings.

Contractor Responsibilities

Patents

The contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work. The contractor shall indemnify, defend, and hold ECCTA, its elected and appointed officials, and employees harmless against any claim in which a violation of intellectual property rights including, but not limited to, copyright or patent rights is alleged that arises out of contractor's work under this contract.

Safety

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from compliance with the obligations and penalties set forth therein.

The contractor shall develop and maintain for the duration of this contract, a safety program that will effectively incorporate and implement all required safety provisions.

The contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

Warranty of Title

The contractor warrants to ECCTA, its successors, and assigns that the title to the materials, supplies, or equipment covered by the contract, when delivered to ECCTA or to its successors or assigns, is free from all liens and encumbrances.

Warranty of Fitness

The contractor warrants that all materials, supplies, and products furnished meet the requirements and conditions of the contract documents and are fit for the purpose intended.

Removal of Rejected and Unauthorized Work

Any work done beyond the contract specifications and drawings, or any extra work done without written authority, will be considered as unauthorized work and will not be paid for. Upon order of ECCTA, unauthorized work shall be remedied, removed, or replaced at the contractor's expense.

Upon failure of the contractor to comply promptly with any order of ECCTA made under this section, ECCTA may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any monies due or to become due the contractor.

Records/Audit

The contractor and subcontractors shall establish and maintain records pertaining to this contract. The contractor's accounting systems shall conform to generally acceptable accounting principles and all records shall provide a breakdown of total costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

The contractor shall permit ECCTA and its authorized representatives to inspect, audit, and examine the contractor's books, records, accounts, and any and all data relevant to this contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by the contractor pursuant to this contract. The contractor shall provide such assistance as may be reasonably required in the course of such inspection.

Contractors shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three years after the termination of this contract. ECCTA further reserves the right to examine and re-examine said books, records, accounts, and data during the three-year period following the termination of this contract.

Pursuant to California Government Code, the parties to this contract shall be subject to the examination and audit of a representative of the Auditor General of the State of California for a period of three years after the termination of this contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

Where ECCTA has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of contractor's business, ECCTA may, by written request, require that custody of the records be given to ECCTA and that the records and documents be maintained at ECCTA's facility. Access to such records and documents shall be granted to any party authorized by contractor, contractor's representatives, or contractor's successor in interest.

Claims Procedures

Should it appear to Contractor that the Work to be performed or any of the matters relative to the contract documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the contract documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time

extensions, payment to the Contractor during performance of this contract, performance of the contract, and/or compliance with contract procedures, or should contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER (collectively, "Disputed Work"), Contractor shall seek resolution as otherwise provided in contract documents or, if no procedures are specified, through regular project communication procedures. If a dispute remains, Contractor shall give submit a written claim to ECCTA. Routine contract materials, for example, correspondence, RFI, change order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

Contractor's written claim must identify itself as a "claim" under this Article Claims Procedures and must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; (v) a time impact evaluation of all time delays that shows actual time impact on the critical path; (vi) documentation supporting items (i) through (v); and (vii) a verification under penalty of perjury of the claim's accuracy. The claim shall be priced like a change order, and must be updated monthly as to cost and entitlement if a continuing claim.

Any claim shall be decided by ECCTA's CEO, who shall reduce their decision to writing and mail or otherwise furnish a copy thereof to contractor. The decision of the CEO shall be final and conclusive unless within 30 calendars days from the date of receipt of such copy, the contractor mails or otherwise furnished a written appeal to ECCTA's Board of Directors.

Notwithstanding any dispute, Disputed Work or claim, Contractor shall continue to prosecute the Work and the Disputed Work in accordance with ECCTA's determinations. Contractor's sole and exclusive remedy for Disputed Work is to file a written claim within the time limits set forth in this Article setting forth Contractor's position as required herein.

Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 20104, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this contract. In the event any other contract provision violates such statutes, the applicable statute controls.

Abandonment or Delay of Work

ECCTA may terminate the contract for the following causes:

1. The contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the contractor.
2. The contractor or any of its subcontractors violate any of the material provisions of the contract or fail to perform the work within the time specified in the contract documents.
3. The contractor or any of its subcontractors should fail to make prompt payment to subcontractors or material suppliers for material or for labor.
4. The contractor or a subcontractor persistently disregards laws, ordinances, or the instructions of ECCTA.
5. The contractor fails to abide by a proper stop work notice or fails to correct rejected work or materials.

6. The contractor fails to provide and keep in full force and affect all required insurance or fails to cause all subcontractors to so comply.
7. The contractor fails to supply a sufficient number of properly skilled workers or proper materials, or fails to diligently prosecute the work.
8. The contractor commits any substantial violation of the contract which constitutes a material breach of the contract.

ECCTA may, without prejudice to any other right or remedy, give written notice to the contractor of its intention to terminate the contract. Unless within seven business days of the delivery of such notice, the contractor shall cease such violation or otherwise make satisfactory arrangements for a correction thereof, which arrangements are set forth in a written agreement signed by the contractor and ECCTA, the contractor's right to complete the work shall cease and terminate.

In the event of any such termination, ECCTA shall immediately give written notice thereof to the contractor. If ECCTA takes over the work, it may prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the contractor and the contractor shall be liable to ECCTA for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, ECCTA may, without liability, take possession of and utilize in completing the work, the contractor's materials and equipment to be incorporated into the work, whether stored at the site or elsewhere. Whenever the contractor's right to proceed is terminated, the contractor shall not be entitled to receive any further payment until the work is finished.

If ECCTA terminates the contract for cause, ECCTA may retain out of any funds due or to become due the contractor the amount of the cost of completing the work and any expense incidental to reletting the contract or performing the work, and may also hold the contractor and the contractor's sureties responsible for such cost and expense, and for any damages resulting from the abandonment or failure, upon the bond. The contractor shall not receive any further payment until the work is complete.

Payment and Invoicing

General

During the term of this contract, ECCTA will make payments to the contractor in accordance with receiving an invoice. Invoices for payments that are due and which are received shall be paid within 30 business days following the approval and authorization of payment.

If the Contractor fails to meet the 99.9% Software Availability Key Performance Indicator (KPI) described in Section 6, Service Credits shall accrue to ECCTA. Service Credits are intended to operate as a price adjustment to reflect the reduced value of the Services due to the Contractor's failure to deliver their Services in a proper, timely, and consistent manner. Service Credits shall be applied as defined:

Service Credits for Software Availability	
99.9% ≤ X	None (KPI has been met)
99% ≤ X < 99.9%	- 10% of requested payment
X < 99%	- 15% of requested payment

The Contractor shall include each instance of Service Credit accrual in a report along with the application for payment, and present actions taken to prevent further accrual of Service Credits, if any. Provided that ECCTA has not waived the Contractor’s obligation to issue Service Credits, either in the User Agreement or upon notification of Service Credit accrual, the Contractor shall credit the invoice to the Transit Provider in the month immediately following the reporting period.

If applicable, upon each application for payment, the contractor must submit a completed Record of DBE Compliance Monitoring form and a completed DBE Monthly Subcontractors Paid Report. These forms will be included in the Notice of Award provided to the selected proposer.

Stop Notices

ECCTA, by and through appropriate ECCTA office or officers, may at its option and at any time retain out of any amounts due the contractor, sums sufficient to cover claims stated in stop notices filed pursuant to Section 9100 et seq. of the California Civil Code and to provide for the cost of any litigation thereunder.

Conflict of Interest

No employee, director, officer, or agent of ECCTA shall participate in selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer, agent, any member of their immediate family, their partner, an organization which employs, or is about to employ, any of the above interest in the firm is selected for award.

ECCTA’s officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or have a financial or other interest in the firm selected for award.

Prohibited Interest

By submitting a proposal, the contractor represents and warrants that neither the CEO, nor any director, officer, agent, nor employee of ECCTA, has in any manner any interest, contractual or non-contractual, financial or otherwise, in this transaction or in the business of the contractor. If any such interest comes to the knowledge of the contractor at any time, a full and complete disclosure of all such information shall be made in writing to ECCTA, even if such interest would not be considered a conflict of interest under

Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California.

No member, officer, or employee of ECCTA or of any of its member jurisdictions during their tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

No member or a delegate to the Congress of the United States shall be admitted entitled to any share or part of the contract awarded under this proposal or to any benefits arising therefrom.

Penalty for Collusion

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any proposal or proposals colluded with any other party or parties, then the contract so awarded shall be null and void and the proposer shall be liable to ECCTA for all loss or damage which ECCTA may suffer thereby and the Board of Directors may advertise for a new contract for said labor, supplies, materials, or equipment.

Termination

Termination for Convenience. ECCTA may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the ECCTA's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to ECCTA to be paid the contractor. If the contractor has any property in its possession belonging to ECCTA, the contractor will account for the same, and dispose of it in the manner ECCTA directs.

Termination for Default [Breach or Cause]. If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, ECCTA may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default.

The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by ECCTA that the contractor was prevented from performing due to an Excusable Delay, ECCTA, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure (General Provision). ECCTA in its sole discretion may, in the case of a termination for breach or default, allow the contractor 10 business days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If contractor fails to remedy to ECCTA's satisfaction the breach or default or any of the terms, covenants, or conditions of this contract within 10 business days after receipt by contractor or written notice from ECCTA setting forth the nature of said breach or default, ECCTA shall have the right to terminate the contract without any further obligation to contractor.

Any such termination for default shall not in any way operate to preclude ECCTA from also pursuing all available remedies against contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach. In the event that ECCTA elects to waive its remedies for any breach by contractor of any covenant, term or condition of this contract, such waiver by ECCTA shall not limit ECCTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

Termination for Default (Supplies and Service). If the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, the ECCTA may terminate this contract for default.

ECCTA shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of ECCTA.

Legal and Miscellaneous

Severability Clause

If any provision or any part of any provision of these contract documents is, for any reason, held to be invalid, unenforceable, or contrary to any public policy, law, statute, regulation or ordinance, then the remainder of these specifications shall not be affected thereby and shall remain valid and fully enforceable.

Governing Law

California law (including that state's statutes of limitation but excluding its choice of law rules) shall govern all matters arising under the contract.

Section 5

Special Conditions

Special Conditions

Micro-transit Software and Support Services

RFP #2024-04

Discrimination Prohibited

No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of this contract on the grounds of race, color, national origin or sex.

Prompt Payment to Subcontractors

The contractor shall pay any permitted subcontractors for work that has been satisfactorily performed no later than 10 business days from the date of contractor's receipt of payments from ECCTA. Within 10 business days of satisfactory completion of all work required of the subcontractor, the contractor shall release to the subcontractor any retainage payments withheld.

Any delay or postponement of payment to subcontractors for satisfactory work performance may take place only for good cause and with ECCTA's prior written approval. If the contractor determines the work of the subcontractor to be unsatisfactory, it must notify ECCTA immediately in writing and state the reasons.

If the contractor fails or refuses to comply with requirements of this prompt payment clause, ECCTA will issue an order stopping all or part of the payment or work until satisfactory action is taken. If the contractor still fails to comply, ECCTA may issue a termination for default proceeding.

Contractor's Organization and Equipment

Licenses and Registration

At the time of bidding and throughout the period of the contract, proposers and/or their technicians must possess the following licenses and registration:

- Business License

Failure to possess the above specified licenses and registration number at the time of proposal submission shall render the proposal as non-responsive.

Character of Workers

If any subcontractor or person employed by the contractor shall appear to ECCTA to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of ECCTA, and such person shall not again be employed on the work.

COVID-19

Without limiting Contractor's other contract documents obligations to comply with applicable laws, Contractor shall comply with all federal, state, and local (including Contra Costa County) laws and requirements relating to COVID-19, whether in existence on the date proposals are due or on any date thereafter, including without limitation (if and to the extent applicable) the Cal/OSHA COVID-19 General Checklist for Limited Services then in effect and all active health orders of the Contra Costa County Health Officer, all as amended, supplemented, and replaced from time to time ("Covid Requirements").

Contractor shall not be entitled to any increases in compensation or payment of any additional amounts on account of any changes to any applicable Covid Requirements or any new Covid Requirements, including without limitation any change in Contra Costa County's tier under California's Blueprint for a Safer Economy. Further, Contractor shall be solely responsible for keeping informed and current of all changes and additions to the Covid Requirements.

Conflict of Interest

The contractor understands that its professional responsibility is solely to ECCTA. The contractor warrants that it presently has no interest, and will not acquire any direct or indirect interest, that would conflict with its performance of this contract. The contractor shall not knowingly, and shall take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this contract. If the contractor discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this contract, the contractor shall promptly disclose the relationship to ECCTA and take such action as ECCTA may direct to remedy the conflict.

The contractor (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of contractor's services hereunder.

The contractor further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this contract.

The contractor is not a designated employee within the meaning of the Political Reform Act because contractor:

- Will conduct research and arrive at conclusions with respect to their rendition of information, advice, recommendation or counsel independent of the control and direction of ECCTA or of any ECCTA official other than normal contract monitoring.
- Possesses no authority with respect to any ECCTA decision beyond the rendition of information, advice, recommendation or counsel (FPPC Reg. 18700(a) (2)).

Data Privacy

The contractor shall at all times be in compliance with the California Consumer Privacy Act (CCPA) of 2018 and its 2020 California Privacy Right Acts (CPRA) amendment.

Records

The contractor and its subcontractors shall establish and maintain complete records pertaining to the contract. The contractor and subcontractors accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under the contract, including properly executed payrolls, time records, invoices and vouchers.

The contractor shall permit the U.S. Secretary of Transportation, the Comptroller General of the United States, the State of California, ECCTA and/or their authorized representatives to inspect and examine contractor's books, records, accounts, and any and all data relevant to the contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by contractor pursuant to the contract and shall provide such assistance as may be reasonably required in the course of such inspection.

The contractor shall not dispose of, destroy, alter, or mutilate said books, records, accounts, and data for three years after the termination of the contract. ECCTA reserves the right to examine and re-examine said books, records, accounts, and data during the three-year period following the termination of the contract. In addition, the parties to the contract shall be subject to the examination and audit by a representative of the Auditor General of the State of California for a period of three years after final

Contractor/Subcontractor Worker Classification

Bidders shall complete and submit with bid documents the certification regarding “Contractor/Subcontractor Worker Classification” form in Section 8 of this RFP.

Section 6

Scope of Work

Scope of Work

Micro-transit Software and Support Services

RFP #2024-04

Agency Overview

ECCTA was formed in 1976 as a Joint Powers Agency (JPA) consisting of the cities of Antioch, Brentwood, Pittsburg and the county of Contra Costa. Oakley incorporated as a city and joined the JPA in 1999. ECCTA provides over 1 million fixed route trips and 195,000 paratransit trips each year to a population of nearly 330,000 residents in the 225 square miles of eastern Contra Costa County. It contains 15 weekday routes and six weekend and holiday routes.

Tri MyRide Micro-transit Introduction

In June 2019, ECCTA introduced a micro-transit service called Tri MyRide (TMR). The service started as a pilot program operating in two zones with four retired vehicles. Due to the limited resources, the service was only available to popular destinations or points-of-interest. Similar to many transit agencies across the nation, ECCTA reduced its fixed-route service with limited trips and frequencies shortly after the start of the COVID pandemic in 2020. Recognizing the shift in travel patterns, an opportunity arose for TMR to operate as a corner-to-corner service that has had a lot of success since piloting micro-transit in 2019. In 2020, the TMR service transitioned from its initial SaaS provider to VIA Transportation with the same two zones, San Marco Pittsburg/Bay Point and Antioch/Hillcrest. Between June of 2020 to August of 2022, ridership remained steady at 2,500 passengers per month.

In September of 2022, both zones were expanded and service levels were increased. The Pittsburg-San Marco zone expanded to include all of Bay Point and the Antioch-Hillcrest zone expanded further into southeast Antioch and the city of Oakley. Since then weekend service and additional peak service vehicles have been introduced, to a point where TMR moved over 9,500 passengers per month from January of 2024 to June of 2024.

ECCTA initiated a system redesign/comprehensive operational analysis (COA) in March 2024. The intent of the system redesign is to increase overall ridership and productivity of ECCTA's transit system. The final recommendation will be presented to the ECCTA Board of Directors in the Spring of 2025 and, upon approval, be implemented in the Fall of 2025.

The COA will address the TMR service including new service areas, zone coverage, span, and vehicles in use. The performance metrics for the existing service and current conditions are detailed below.

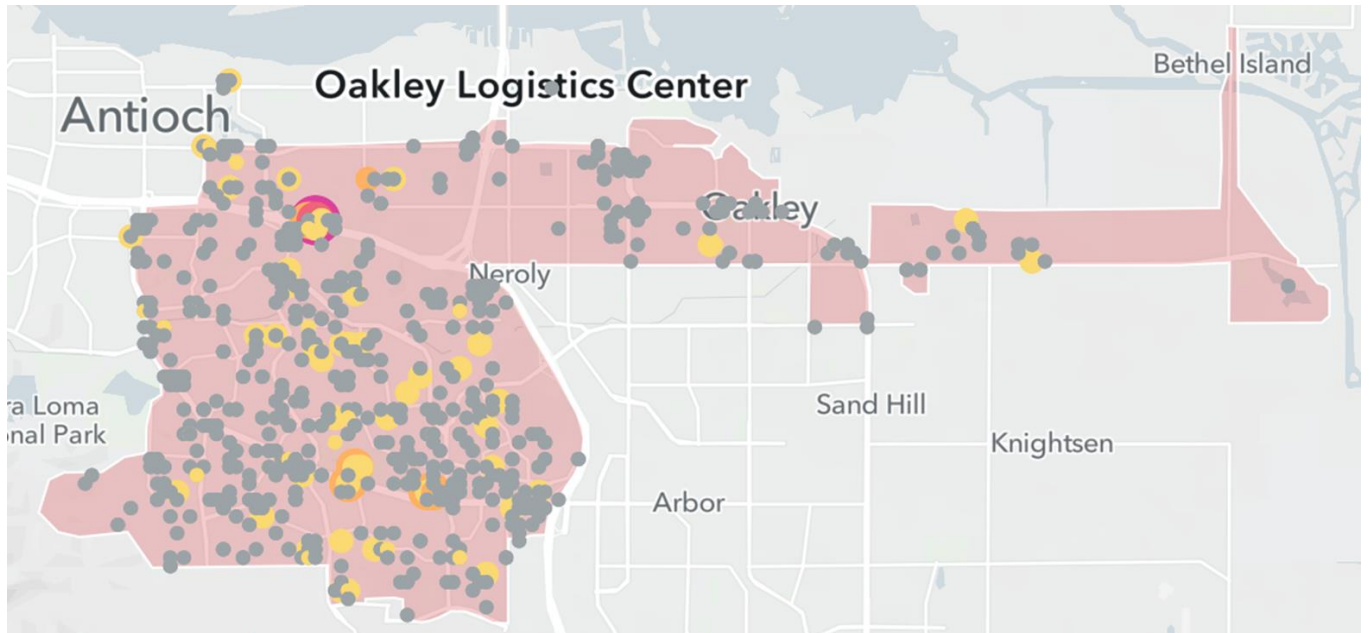
Service Performance for January 2024 to June 2024

	Ride Requests	Ride Proposals Offered	Completed Rides	Productivity (Pax/Rev Hour)	Wait Time (mins)	Ride Duration (mins)
January	15,060	12,833	9,418	5.0	19.0	12.8
February	15,580	12,909	9,379	5.1	20.5	13.4
March	15,872	13,183	9,698	4.9	20.2	14.0
April	17,112	14,116	10,370	5.1	20.5	14.1
May	18,947	15,318	10,861	5.1	21.9	14.9
June	16,106	13,030	9,188	5.1	20.4	13.5

Current zones

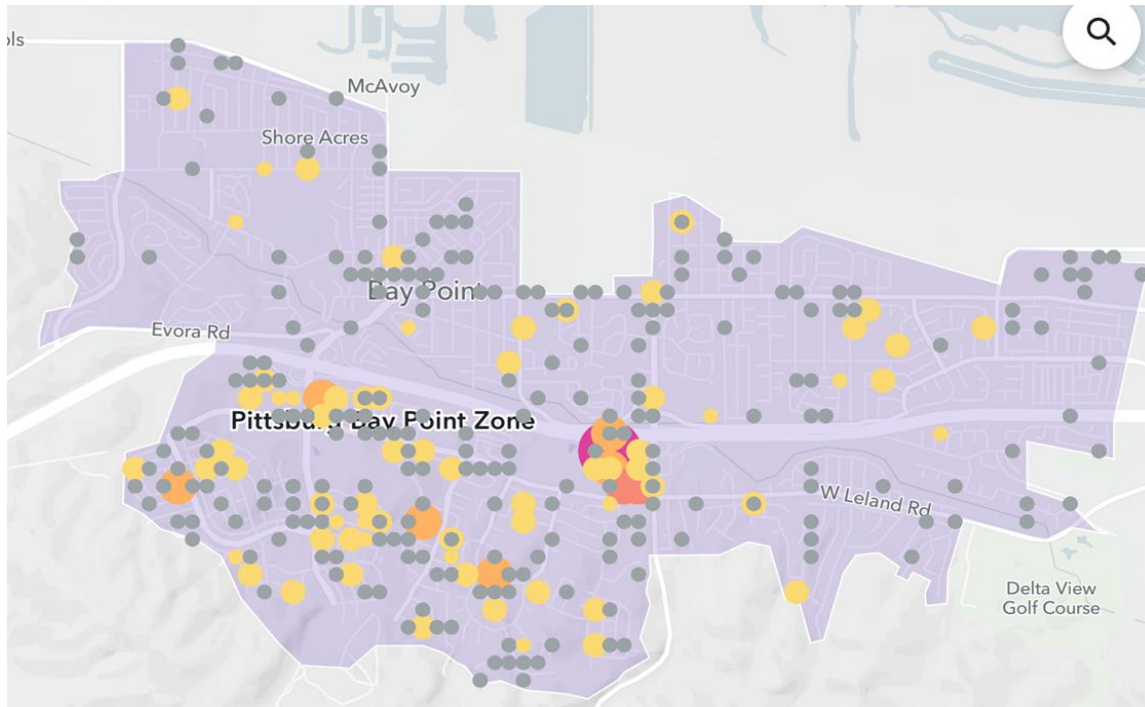
Antioch/Oakley Zone (17.3 square miles)

Three (3) vehicles operate in this zone currently (one additional vehicle is added during peak period from 3pm to 7pm)



Pittsburg/Bay Point Zone (4.9 square miles)

Two vehicles operate in this zone currently (one additional vehicle is added during peak period from 3pm to 7pm)



Current Service Hours:

Vehicles only service one area at a time.

- Weekdays – 5am to 9pm
- Saturday/Sundays/Holidays – 8am to 5pm

Project Goals

Through a partnership with a state-of-the-art technology Contractor to power its TMR micro-transit service, ECCTA seeks to build on the successes of the last five years of micro-transit service and continue to provide passengers access to safe, convenient, and innovative mobility options to travel throughout the agency’s service area. This may include, but is not limited to, zone and operational hours changes, the introduction of flexed pricing, and overflow and commingling proposals. As a regional partner, there are also opportunities for TMR to be integrated into neighboring agency trip planning applications for better customer experience.

ECCTA is seeking a qualified Contractor for the provision of a software platform in support of TMR service within eastern Contra Costa County. Contractor shall provide the customization, configuration, coordination, management, training, technical support, maintenance, and other services related to the operations of the TMR software platform.

Contractor shall provide a customized and configurable TMR software platform for on-demand routing and dispatch of TMR revenue service vehicles to be deployed through a software platform that offers ride booking, optional electronic payment, and real-time customer information. The Software Platform shall consist of: (1) a customer-facing mobile application (“Customer App”); (2) an operator-facing mobile application (“Operator App”); (3) a customer-facing web portal (“Web Booking Portal”); and (4) a web-based dashboard with real time and historical information for program management (“Admin Dashboard”).

The contract period of performance has a three-year Base Term and (3) one-year Option terms. Should ECCTA elect to exercise the Option(s), ECCTA will notify the Contractor of its intention to exercise the Option(s) in accordance with the terms of the Contract and executed through a formal written contract modification.

Contract Overview

Software provided – Contractor shall provide a configurable, existing on-demand micro-transit software to operate the TMR service.

Services provided – Contractor shall provide services to configure and deliver a fully developed on-demand software platform for implementation and provide ongoing support of TMR revenue service operations. Contractor shall be responsible for software configuration, project coordination, management, training, technical support, and software maintenance for the TMR software platform with required TMR branding.

Technology Solution and Features

System Management

Describe, **specifically**, how the overall system capabilities address the following items:

1. System setup – Describe the process of creating a service area addressing the criteria below (please describe any additional features related to system setup not listed here and include any associated costs for additional features in the Cost Proposal):
 - Required setup features shall include:
 - Graphical user interface to create service area(s) including ability to exclude areas from geofenced region. This area of exclusion is for both pick-up and drop-off.
 - Sandbox or simulation tool, inaccessible to the public to test and train users.
 - Ability to assign and remove vehicles to/from the service
 - Ability to assign vehicles to multiple regions
 - A text-based Application Programming Interface (API) that is easily accessible for ECCTA and external developers (with ECCTA’s approval) to access data and functionality, including ride searches and bookings. The Contractor shall provide full documentation of the API at product launch.
2. Daily management – Describe the process of day-to-day management of the Contractor’s Software Platform (please describe any additional features related to system setup not listed here and include any associated costs for additional features in the Cost Proposal):

- Required day-to-day management features shall include:
 - Ability to add and remove vehicles on demand
 - Ability to add/remove drivers to/from the system
 - Ability to adjust different service times for different service areas
 - Secure authorization for various permission levels of the daily management team
 - Field supervision interface to monitor and make changes to vehicles currently in operation
 - Provide notification about offline, off-route, and not-in-service vehicles
 - Ability to schedule driver breaks and lunches handled within the system
 - Software Platform will identify established virtual stops and work in coordination with TMR Project Manager in identifying virtual stops that are not safe.
 - Software Platform will include tools for service configurations to prioritize service by rider profile (i.e. general public, ADA eligible clients, etc.) which may include providing corner-to-corner service for some rides and curb-to-curb for others, and configure different service areas with differing service hours
 - Compatibility - Web Booking Portal and Admin Portal shall be compatible with Chrome, Edge, Firefox, Safari, and Opera versions running on Windows 7 or higher, or MacOS 10.13 or higher, as well as mobile OS versions supported for the Customer App.
 - Desired day-to-day management features include
 - Manual control or override to shift rides from one vehicle to another vehicle
 - Ability to playback trips for any vehicle up to 90 days
 - Mechanism to forecast trip origins/destinations to determine staging areas for vehicles
 - Ability to partner with Transportation Network Companies (TNCs) to accommodate service demand overflow to maintain service productivity goals
 - The Customer App and Web Booking Portal shall have features designed to discourage customer behaviors that negatively impact the performance of the service, such as high rates of no-shows and cancellations, while protecting customer rights. Punitive actions shall be preceded by clear notification that includes specific information about the behavior that is triggering the action.
 - Coupon code support, where codes can provide a variety of discounts such as a percentage discount, a “free ride”, or two-for-one deals.
 - Coupon codes must be able to be restricted by date, time frame, origin (radius around a point or set of points; zone or set of zones), destination (same), number of uses per account, and domain of user email (e.g.: @eccta.org).
 - Ability to grant/reimburse ride credit to rider account
 - Ability to perform user account management such as password/user name recovery and editing of user information including name, phone and email
 -
3. Algorithm Customization – Describe how ECCTA can customize the algorithm based on the criteria below and any other criteria allowed by Contractor’s Software Platform.
- Required customization criteria shall include:
 - Travel Time

- Wait Time
 - Onboard Ride Deviation Time
 - Number of vehicles and optimization of vehicle miles traveled
 - Service Area
 - Ability to customize algorithm by time of day and geofenced location
 - Ability to have dynamic pickup window duration depending on ride factors, such as distance, pickup location, or time of day.
4. Data and Reporting – Describe the data collection and reporting features for the Contractor’s Software Platform. Please describe any additional features related to data and reporting not listed here and include any associated costs for additional features in the Cost Proposal:
- Required data collection and reporting features include:
 - Capture National Transit Database (NTD) data (MR-20 form) and provide required reports
 - Capture ECCTA Key Performance Indicators (KPIs) and provide reports daily, weekly, monthly, and on-demand by email to project stakeholders. KPIs are measurements used to track the performance and quality within each Service Zone and the service overall. KPIs are subject to change in accordance with ECCTA’s agency goals or Board direction. ECCTA reserves the right to change any individual KPI target during the term of the Contract based on the Contractor’s performance and other environmental variables. At a minimum, Contractor shall report on the following KPIs:
 - *In-Service On-Time Performance – Pick-Up* – Measures how often passengers are picked-up either on or before the end of the pickup window and drop-off time provided at the time of booking.
 - *In Service On-Time Performance – Drop-off* – Measures how often passengers are dropped-off either on or before the end of the arrival time provided to the customer at the time of booking.
 - *Abandoned Rides* – Measures when a ride is determined to be unfulfilled that was attributed to a software issue.
 - *Passenger Wait Time* – Measures the average customer wait time from ride search request time to actual boarding time
 - *Average Walking Distance between Requested Location and Virtual Stop* – Measures the average walking distance (feet) between the requested location and virtual stop.
 - *Passengers per Revenue Service Hour* – The number of complete passenger boardings (counting all riders within a completing booking) divided by the number of actual revenue service hours provided.
 - *Time on Board* – The duration of time from pick-up time to drop-off time.
 - *Operator Customer Ride Rating* – Aggregate scoring of post-trip rider survey data

- Capture additional ECCTA performance data and provide reports daily, weekly, monthly, and on-demand by email to project stakeholders for the following data points:
 - Total Passenger Trips
 - Ride Request Status (Completed, Canceled, Not Accepted, No Show, etc.)
 - Average Passengers per Revenue Hour
 - Average Weekday Ridership
 - Average Saturday Ridership
 - Average Sunday/Holiday Ridership
 - Ride Refusals per Day
 - Trip/Driver Feedback
 - Detailed fare information
 - Heat maps of pickups/drop offs and staging
 - App usage statistics including but not limited to (opens/closes, usage)
 - Ability to download all raw data
 - Creation of 5-6 custom reports
 - Ability to create and export a GTFS-Flex feed to facilitate discovery of Demand Response Transportation Services
 - Quarterly reports demonstrating Software Availability and any downtime incidents during the last reporting period.
5. Communications with Riders – Describe the communications features for the Contractor’s Software Platform. Please describe any additional features related to communications not listed here and include any associated costs for additional features in the Cost Proposal:
- Required communications features shall include:
 - Interface for ECCTA to communicate directly with riders based on location, origin, destination, email address, disruption, etc.
 - Automated messages that provide information to riders for any reason including cancellations due to vehicle capacity
 - Custom and canned push notifications
 - Desired features include:
 - Ability for ECCTA to create targeted marketing campaigns to riders of the system
6. Trip Review – Describe how ECCTA can review ride bookings when investigating rides.
- Required features shall include:
 - Directional routing of vehicles, including deviation from routing
 - Time-stamped GPS tracking, including transit vehicle speeds
 - Proposed vs. Actual ETA for pickup and drop off
 - Minimum 5 years of historical ride data, preferably stored using the Transit ITS Data Exchange Specification (TIDES) format - <https://tides-transit.org/main/>.

Customer App and Web Booking Portal

Describe how riders will interact with the micro-transit service using the Contractor’s Software Platform specifically addressing the key features below:

1. Discovering, Registering and Onboarding – Describe how riders will locate the service and create an account and sign on. Please describe any additional features not listed here and include any associated costs for additional features in the Cost Proposal:
 - Required Customer App features shall include:
 - Contractor shall provide a mobile application for customers with the ability to search and reserve rides on demand and make payments. Provision of this application system shall include technical operations support services to guarantee system reliability. The Customer App shall maintain 99.9% Software Availability 24 hours per day, seven days per week.
 - Agency branded application
 - Customer App shall be free to download on Google Play and Apple App store
 - User Terms of Service and Privacy Policy shall be professionally translated into Spanish at Contractor’s expense
 - TMR service only viewable to TMR riders
 - Customer App shall be able to create an account providing only an email address, phone number that can receive text messages, a username and a password. The Contractor shall provide authentication options including, but not limited to, using “Sign on with Apple” or “Sign on with Google” or other agency approved method.
2. Booking and riding – Describe how riders discover where the vehicles are, how they book, are informed about, and give feedback on their rides. The Customer App shall include all the functionality and capability required of the Web Booking Portal, described below, and shall include additional required functionality and capability, defined below. Please describe any additional features not listed here and include any associated costs for additional features in the Cost Proposal:
 - Required booking and riding features for Web Booking Portal and Customer App shall include:
 - Display map with active vehicles upon login
 - Ability to book rides in real-time and enter in a number of people in specified passenger categories.
 - Ability to book by place names (i.e. BART station, Walmart, etc.) as well as addresses and have autocomplete capability when entering
 - Have a search feature which retains recent or frequently searched locations for quick entry.
 - Shall have the ability to input name of person ride is reserved for (if different from the person booking), and if special assistance is needed.
 - Provide ETA prior to confirming a trip
 - Ability to include key information on rider profile such as wheelchair or bike rack needs
 - Ability to show actual ETA for drop off and vehicle location based on traffic and other real-time conditions
 - Shall provide notification via SMS text message when ride status is updated, including human-readable exact pickup location, ETA, and vehicle identifier information. Status updates include but are not limited to: pick-up location is

finalized, vehicle is assigned, ride is delayed, pickup is imminent (preferably a configurable interval before the expected arrival of the customer's ride).

- Additional requirements for Customer App:
 - In the event that a search does not produce any results, Customer App shall notify customers as to why their trip request is invalid or otherwise cannot be fulfilled (e.g., they are out of the service area or service hours).
 - In the event a booked/reserved ride is unable to be serviced, the Customer App will offer the customer configurable compensation and/or options, such as ride credits and rebooking assistance such as alternate trip times for the customer to select.
 - Customer App shall be able to provide past booked trips and status, including time, location, trip outcome, and vehicle identifier.
 - Customer App shall not contain advertising, except that which has been pre-approved by ECCTA Communications and Marketing Department in writing.
 - Customer App shall include links back to ECCTA sites to provide riders with information
 - Desired booking and riding features shall include:
 - Ability for agency to direct origin-destinations within a geo-fenced region (i.e. hospitals, campuses, shopping centers) to a single common virtual stop.
 - Show vehicles in real-time moving on the map
 - Booking integrations through other regional partner mobility applications (i.e. – BART, Transit App), accessed via an API
 - Offer multimodal travel options as available, including both on-demand TMR rideshare transit and fixed-route segments in the same journey as appropriate. Different journey options will provide total journey time for comparison
3. Fare Payment – Tri MyRide vehicles are currently equipped with Diamond fareboxes, the agency would like the Contractor Software Platform to incorporate fare payment and mirror the current fare structure with the potential integration with mobile payment providers (i.e. Token Transit).
- Required fare payment features shall include:
 - Fare payment, including cash, to be collected at time of boarding
 - Rider account setup storing payment preference and other key information securely
 - Ability to pre-pay in the Customer App using credit/debit card, Apple Pay/Samsung Pay/Google Pay etc.
 - A regional fare medium (i.e. Clipper)
 - Customer App shall have the ability to send confirmation email or text with details of amount of payment (including any applicable coupons, discounts), payment method, date, time, and pick-up/drop-off location(s). If the ride is not pre-paid, the confirmation will show \$0 amount payment (with payment amount due at time of pick-up) and ride details.
4. Customer service – Describe how riders can provide feedback, receive customer service and technical support. Please describe any additional features related to Contractor's Software

Platform for customer service not listed here and include any associated costs for additional features in the Cost Proposal:

- Required customer service features shall include:
 - Links to Contractor’s customer service for technical support (app issues, login issues, etc.)
 - Links to ECCTA for trip issues (delays, events, lost and found, etc.)
 - Display information on ride history, payment, and other key data points
 - External links to ECCTA-provided websites
- Desired customer service features may include:
 - Provide feedback on trip and driver

5. Social/sharing – Describe the social and sharing features of the Contractor’s Software Platform. Please describe any additional features related to Contractor’s Software Platform for social and sharing not listed here and include any associated costs for additional features in the Cost Proposal:

- Desired social/sharing features may include:
 - Toggling on/off the ability to share the app with new riders to get rewards
 - Toggling on/off the ability to share ride with social media or send ETA to a contact

6. Software – Customer App shall meet all relevant accessibility standards.

- Required software platform features shall include:
 - Customer App shall be in compliance with Title VI and Circular 4702.1B language and translation requirements.
 - Standards such as Revised Section 508 Standards for Web, including Web Content Accessibility Guidelines (WCAG)2.0 A and AA or greater as required by federal, state, or county regulation.

Operator App

Describe the Contractor’s Operator App. Please describe any additional features not listed here and include any associated costs for additional features in the Cost Proposal:

- Required Operator App features shall include:
 - Shift management
 - Operator App shall have the ability for Operators to check-in at the beginning of their work-shifts.
 - Mid-trip relief sign on/off to allow for drivers to sign off at the completion of a ride to allow another driver to take over the bus operation.
 - Ability for dispatch or driver to pause service
 - Navigation
 - Provide continuously updated, turn-by-turn audio and visual directions, optimized to incorporate real-time traffic data
 - Generate ride routing that complies with local regulations (e.g., does not include unsafe or illegal turns, considers short-term and long-term road closures).

- Provide guidance on where to stop
 - React to service anomalies such as a route deviation, unexpected traffic, vehicle breakdowns, and accidents
 - Manifest management
 - Confirm a pre-booked passenger
 - Identify the rider as the account holder and person who booked the trip
 - Operator App shall have the ability to adjust passenger count at pickup, with restrictions based on impending vehicle occupancy.
 - Confirm that the rider has been picked up and dropped off
 - Provide a “can’t see rider/no show” option
 - Provide “e-manifest” including next trip or next several trips
 - Operator App shall have the ability to display customer names of passengers on board, arranged by their drop-off order in the itinerary with ETAs of drop-offs.
 - Fare and payments
 - Operator App shall display the fare payment owed and fare payment method requested by each customer to inform Operators which fare collection method to employ, including if the customer selected to use on-board Clipper card payment method.
 - Operator App shall have the ability to record when a fare was not collected due to customer having insufficient funds, customer not tapping their fare-payment method, or fare collection machine malfunctioned.
 - Communication
 - Provide and receive canned messages from dispatch (i.e. – “having pad issues”, “hold for x minutes”, “emergency” or “call via landline”).
 - Provide a panic or emergency button feature to alert dispatch
 - Group notifications in the event of multiple pickups/drop offs
 - Report issues with ride or client to dispatch
- Operator App shall have the ability to access device location and will report location to software platform periodically (interval no longer than 60 seconds), as well as record location where Operator interacts with Software App (i.e., accept rides, mark rides as boarded, no-show, or completed, begin/end break and meal periods, etc.).
- Operator App available for free in both Google Play and Apple App store
- Operator App shall have the ability to adjust screen layout to make use of full screen on a variety of mobile devices, including tablets.
- Desired driver interface features may include:
 - Ability to automatically move to a static itinerary should there be a loss of network connectivity for more than a configurable period expressed as either seconds or minutes. The static itinerary should not be able to be manually enabled.

- Able to display customer information including live location on a map (customer opt in required under separate permissions) within a configurable distance when Operator is near or has arrived at intended pickup location.
- Ability to undo mis-taps or a no-show within a configurable number of seconds to accommodate a customer's late arrival.

Deployment and Training

Describe how the Contractor will support the training, marketing and deployment of the Software Platform.

- Please describe a project management plan, including the frequency of phone calls and in-person visits with ECCTA and other key stakeholders.
- What support will be provided to ECCTA in the development and implementation of marketing campaigns to attract riders?
- Operator Training of proficient usage of all functions of Operator App shall include but not be limited to:
 - How to interpret the itinerary
 - The ability to complete itinerary steps (pick-ups and drop-offs)
 - The ability to launch navigation and follow route guidance steps
 - Understanding of fare payment processes through the software platform
 - The ability to specify the type of passenger booking and number of passengers boarding
 - Guidance on common software issues and troubleshooting steps
- Supervisor Training of proficient usage of all Operating Training functions shall include but not be limited to:
 - Creating/Integrating operator account/profile within the application to perform daily duties
 - Additional training on troubleshooting, interpreting app messages, and other aspects of day-to-day support of field operators
- Call Center Scheduler Training of proficient usage of both customer and call center Web Booking Portals shall include but not be limited to:
 - Navigation and use of TMR software platform and answering basic end-use software questions and navigate customers through use of Customer Mobile App
 - The ability to track vehicle movements and provide ETA for customers
 - The ability to book rides on behalf of account holders
 - Guidance on common software issues and troubleshooting steps
- Admin Dashboard Training for Supervisors/Management shall include but not be limited to:
 - Familiarization with the dashboard layout and navigation tools
 - Understanding how to access different modules and features within the software
 - Creating, editing, and canceling trips for drivers
 - Assigning driver and vehicles to shifts/itineraries
 - Researching customer ride history for information and inquiries
 - Monitoring zone operations and making adjustments to deployment in response to demand
 - Creating and editing shift/itinerary templates

- Creating and assigning operator rest periods
- How to access and interpret performance data from Dashboard
- How to set and view operator performance alerts
- Knowledge of the ability to solve common software issues and troubleshooting steps
- Supervisor training may need to integrate policy guidance on appropriate use of dashboard tools as provided by TDT and/or the Operations Contractor

Training Formats

Training formations shall be delivered as follows:

- Training for Managers (Trainers) may be conducted through a live in-person classroom setting or remotely. Training shall provide comprehensive teaching to encompass all features of the TMR Software platform, including troubleshooting. This comprehensive, in-person training shall be geared to train other Trainers (“train the trainer” format) with TDT’s Staff and TDTs 3rd party Operations Contractor(s) management staff. Training shall include hands-on exercises and simulations to practice using the software in various scenarios, which shall be recorded for future reference by Agency staff.
- Live Operator Training shall be interactive with hands-on exercises and simulations to practice using the software mobile application in various scenarios. The interactive format may be provided remotely through computers, mobile devices, or in-person to ECCTA’s third-party Operators. Training shall be comprehensive to cover all Operator features of the software platform allowing time for questions and answers. Additional training shall be provided for software updates at least 10 business days in advance prior to software update launch. This includes changes to navigation, arrangement of features, the addition of new features, or substantial changes to the layout of information and/or how to access information.
- Contractor is responsible for developing and producing training materials required for preparing ECCTA employees and Operations Contractor(s) for revenue service operations. Contractor shall obtain ECCTA’s approval for all training materials at least 10 business days in advance of training. All Training Materials covered in the software platform training must be always readily available via (Dropbox/SharePoint) for ECCTA’s Staff and TMR Operations Contractor(s) management staff. Training materials shall be available for download and shall include:
 - A. Training Manual. Step-by-Step instructions for software navigation available both in hardcopy and digitally.
 - B. Visual Presentation Materials (either .ppt slides, videos, or screen shots).
 - C. Cheat Sheet or Reference Guides with Functions

Post-launch Support

Describe the level and types of support available post launch to ensure system remains functional.

- Contractor shall provide options for ongoing technical support for the duration of the project, which will be a period of three years with the option for up to three additional one-year terms.
- Contractor shall indicate the level of technical support and ongoing monitoring that will be provided in order to ensure the system is functioning properly.
- Describe how software upgrades are provided and the frequency of when they will be provided.

- ECCTA shall be provided the latest, stable builds as soon as they are available.
- Technical support shall include but is not limited to
 - Phone and email responses to software failures or questions within 24 business hours.
 - Notification of critical software failures affecting the operation of the TMR service within 2 business hours.
 - Assistance with questions on use of approved software configuration and software version.
 - Availability of experts to confer on software new release installation and fixes to bugs.
- Contractor is solely responsible for planned software maintenance, including managing, updating, and upgrading the TMR software platform to ensure the platform is maintained at the highest level of efficiency and to maintain Software Availability no less than 99.9%. Failure to meet the Software Availability KPI may result in the application of Service Credits (see Section 4).as defined below:

Service Credits for Software Availability	
99.9% ≤ X	None (KPI has been met)
99% ≤ X < 99.9%	- 10% of requested payment
X < 99%	- 15% of requested payment

- Contractor shall be responsible for upgrading cybersecurity systems to account for emerging threats during scheduled maintenance.
- Software maintenance shall be permitted for planned maintenance outside of revenue service hours with advanced notification (at least one week ahead) to customers, ECCTA, and Operations Contractor(s) working on ECCTA’s behalf. Planned software maintenance shall be for no more than four hours in duration, occurring no more than once per month, and shall not be used to calculate Software Availability.

Software License and Software Updates

Contractor shall license to ECCTA a fully customized and configured software platform that supports the requirements of this Scope for real time and advance booking of on-demand rides for revenue service operations. License fees shall be calculated based on the peak vehicles in simultaneous revenue service operations during the monthly operation term, unless otherwise agreed upon. The peak vehicles are expected to be 80% of the total TMR operations fleet. The peak vehicles in simultaneous operation are estimated to be seven vehicles but are subject to change. License fees shall include support of updates and maintenance, and technical support.

Contractor is responsible for providing software recommendations and updates that will improve the service, and updates to multimodal trip planning. The updates may include improvements to the booking process, how Staff monitors and directs the operation in pursuit of ECCTA’s KPI goals, or how the trip planner improves linked trips with fixed-route services. The software license obtained under this Scope of Services is inclusive of any software updates released by the Contractor to maintain compatibility with

the operating environment, and improvements in the software for meeting and exceeding KPI goals and the needs of eastern Contra Costa County residents.

Data Migration

Outline a comprehensive plan for the safe and secure migration or synchronization of existing customer data to the new system, ensuring data integrity and minimal service disruption. Include provisions for data validation and cleaning to enhance the quality and reliability of the customer database. Development of an authentication process that protects customer data to the same standards as the standalone authentication system built into the software platform, while providing customers a more seamless experience across multiple ECCTA platforms.

Data Hosting, Storage, and Recovery

Contractor shall collect, compile and store all data, current and future, generated by TMR service, unless directed and authorized to not collect specific data by ECCTA or restricted from the collection of data per laws, regulations or ECCTA policy. All records shall be stored in such a way that the Contractor can generate ad-hoc reports on arbitrary datasets using an established query language such as SQL, and data required for ongoing management of the service shall be available online through a web-based portal which complies with all standards for cybersecurity required by this solicitation and/or presented in the proposal. The Contractor shall work toward storing all data in the Transit ITS Data Specification (TIDES) format - <https://tides-transit.org/main/>.

Online data records shall be backed up in such a way that full recovery to the point of any system failure is possible. Contractor shall maintain a Recovery Point Objective of one (1) hour and Recovery Time Objective of four (4) hours. Point-in-time recovery to any point over the previous 24 hours shall be possible. Offsite, offline backups shall be kept and refreshed at least monthly. Electronic data records shall be kept online so that retrieval of any records for the past five years plus the current year can be made.

ECCTA shall own all data, data derivatives, reports and information related, created, produced, secured and used by the TMR project. Contractor shall have access to use TMR project data in support of the performance of their Work for the duration of this Contract. The Contractor shall not independently store or use any TMR service-related data or information for any other purposes without prior written authorization from ECCTA. ECCTA reserves the right to release any TMR project data under a license of its choosing.

Contractor shall ensure that the storage, access and use of data, in particular Personally Identifiable Information (PII), financial, transactional and other sensitive/restricted data, is strictly controlled, encrypted, and managed, and adheres to all current legal requirements, industry best practices, and contract requirements. Storage, access and use of PII (with the exception of PII necessary to provide service to customers), financial, transactional and other sensitive data shall be administered separately from daily operational data. The Contractor may use sanitized and aggregated trip data for analysis purposes; however, use of this data shall comply with all applicable PII policies, laws and regulations and shall be subject to prior written approval by TDT. TDT will review and approve any use of data for aggregated trip data analysis, upon request of the Contractor.

Contractor will maintain up-to-date data security encryptions for end-to-end transaction data. The Contractor must uphold PCI DSS compliance for all operations involving cardholder data. This includes facilitating ECCTA's review of the Contractor's PCI status, along with the Attestation of Compliance (AOC) and Report of Compliance (ROC) to validate ongoing compliance.

Contractor shall ensure alignment with national cybersecurity standards and initiatives. This includes adopting DHS guidelines for critical infrastructure protection, participating in DHS cybersecurity programs, and promptly responding to DHS advisories and directives, as well as NIST CSF and industry best practices for critical infrastructure.

Section 7

Proposal Forms

PROPOSAL COVER FORM

**For
RFP #2024-04**

Eastern Contra Costa Transit Authority (ECCTA)
Antioch, CA

DATE SUBMITTED: _____

NAME OF INDIVIDUAL SUBMITTING PROPOSAL: _____

CONTACT PERSON: _____

NAME UNDER WHICH BUSINESS IS CONDUCTED: _____

STREET ADDRESS: _____

MAILING ADDRESS, IF DIFFERENT: _____

TELEPHONE: _____

FAX: _____

PLEASE COMPLETE THE FOLLOWING TWO BOXES.

The names of all persons interested in the foregoing proposal as principals are as follows:	
1.	2.
3.	4.

Proposer holds California Business License No.:
<i>Proposer declares under penalty of perjury that the foregoing is true and correct.</i>

CONDITIONS:

1. The undersigned understands that they will be bound by the proposal as expressed by these forms if an award is made by ECCTA. The contract will be in accordance with this proposal.
2. The Request for Proposals, Information for Proposers, General Conditions, Scope of Work, Special Conditions, Proposal Forms, Required Certifications, and Addenda, if any, are made a part of this proposal.
3. The undersigned understands that any clarification made to the proposal form or any new and different conditions or information submitted in or with the proposal form, other than that requested, may render the proposer unresponsive.

- 4. The undersigned acknowledges the receipt of the following addenda:

- 5. The undersigned understands that ECCTA reserves the right to reject any or all proposals or to waive any informality or technicality in any proposal in the interest of ECCTA.
- 6. The undersigned understands that all proposals shall remain in effect for sixty calendar days from the day of the proposal due date.
- 7. The undersigned has carefully examined the location of the proposed work, the annexed proposed form of contract, and the contract documents therein referred to.
- 8. The undersigned certifies that the proposal includes all costs for labor, materials, taxes, insurance, overhead, profits, storage, delivery, and all other costs necessary to perform the work in accordance with the contract documents.
- 9. The undersigned will place the proposal package in one or more sealed envelopes marked and deliver them to ECCTA in manner, and by the times, provided in the RFP.

PRICE PROPOSAL FORM
For
RFP # 2024-04

Price Proposal

The price proposal shall include everything necessary for the completion of and fulfillment of the contract including, but not limited to, transportation, materials, equipment, and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents, and all applicable federal, state, and local taxes.

Price proposals will be evaluated based on peak vehicles in simultaneous revenue service (ECCTA assumes seven vehicles)..

All costs provided in the Price Proposal shall be for the base year. The proposer shall provide costs for the first four categories (“Upfront Implementation Costs”, “Total Ongoing Software Costs”, “Upfront Training Costs”, and “Ongoing Support Costs.”)

The proposer may provide costs for the fifth category (“Other Costs”) for value-added services requested in the RFP as desired features. If the proposer submits costs for the “Other Cost” category, the proposer shall describe what is included in the cost and what the unit of payment is.

“Total Ongoing Software Costs” shall include all required components for the Customer App, the Operator App, the Web Booking Portal, and the Admin Dashboard described in the Technology Solution and Features section of the Scope of Work.

Start-up/Transition Costs (these costs are assumed to be one-time costs)	Upfront Implementation Costs		Cost per month	
			Number of months	
	Subtotal Implementation Cost			
	Training			
		Train-the-Trainer (assuming 20 participants)		Cost per class
				Number of classes
		Subtotal		
		Operator Training (assuming 180 participants)		Cost per class
				Number of classes
		Subtotal		
	Materials (assuming 200 people)			
Total Training Costs				
Grand Implementation Costs				

Ongoing Costs	For seven simultaneous vehicles		Cost per month
	Per additional vehicle		Cost per month
Ongoing Support Costs	For seven simultaneous vehicles		Cost per month
	Per additional vehicle		Cost per month
Total Contract Cost			Cost per month

Other Costs (if applicable) – Proposer is to provide their own sheet outlying any value-added Other Costs in accordance with the aforementioned format.

IF INDIVIDUAL OR SOLE OWNER OF BUSINESS:

Signature and Printed Name

IF PARTNERSHIP OR JOINT VENTURE:

The undersigned certify that we have full and proper authority to sign this proposal form.

Partnership or Joint Venture Composed of:

Signature, Printed Name, Title, and Company Name

Signature, Printed Name, Title, and Company Name

Partnerships and Joint Ventures must complete and submit the Power of Attorney form included with these proposal documents.

IF CORPORATION:

The undersigned certify that we sign this proposal form with full and proper authorization to do so. We also have included a fully executed Power of Attorney form identifying the Managing Sponsor in our proposal packet.

Signature, Printed Name, and Title

Signature, Printed Name, and Title

The Corporation is incorporated under the laws of the State of: _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS. That _____ (name of partnership/joint venture/corporation) which is desirous of entering into a contract with the Eastern Contra Costa Transit Authority, do so hereby designate and appoint _____ (one of the general partners/ventures' or officer of the corporation) hereinafter called the "Managing Sponsor," as their true and lawful attorney with the power, on their behalf and in the name and on behalf of the _____ (name of partnership/joint venture/corporation), to execute a proposal for RFP #2024-04 and to execute and enter into a contract with the Eastern Contra Costa Transit Authority, and to represent and bind the partnership/joint venture/corporation, in all matters in connection with such proposal and contract, and the undersigned specifically acknowledge and agree that the execution of such proposal or contract by the Managing Sponsor shall constitute the agreement of each general partner/venturer/corporation to be jointly and severally liable for any and all of the duties and obligations of the partnership/joint venture/corporation arising from such proposal or contract.

In witness whereof the undersigned have executed this Power of Attorney this ____ day of _____, 20__.

Company Name: _____

By: _____

Title: _____

Subscribed and Sworn to before me

This ____ day of _____, 20__.

Notary Public in and for State of _____

Residing at _____

Section 8

Required Certifications

Required Certifications

All forms must be properly signed and notarized (as required) and returned with the Proposal Form.

- Certification Regarding Workers' Compensation
- Certification Concerning Control of Employee or Contractor
- Fair Employment Practices Certificate
- Non-Collusion Affidavit

CERTIFICATION CONCERNING CONTROL OF EMPLOYEES

The proposer, by entering into this contract with ECCTA to perform or provide work, services, or materials to ECCTA, does hereby certify and assure that in performing the services under this contract, the proposer shall act as an independent proposer and shall have full control of the work and proposer's employees. Proposer, and its employees, in no circumstances whatsoever shall imply or be considered as an agent(s) or employee(s) of ECCTA. Proposer employees in no circumstances shall be entitled to part of any pension plan, insurance, bonus or any similar benefits which ECCTA provides its own employees.

Any infraction of this certification shall be cause for termination of this contract.

PRINTED NAME

SIGNED

AUTHORIZED REPRESENTATIVE OF PROPOSER

TITLE

DATE

CERTIFICATE REGARDING WORKERS' COMPENSATION

Contract with the EASTERN CONTRA COSTA TRANSIT AUTHORITY, 801 Wilbur Avenue, Antioch, California 94509, for the provision and support of micro-transit software as a service within ECCTA's service area

RFP #2024-04

Labor Code Section 3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the work of this contract.

DATE: _____, 20__.

BY: _____

OFFICIAL TITLE: _____

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by the proposer with the Authority prior to performing any work under this contract.)

FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the proposer agrees as follows:

- A. The proposer will not willfully discriminate against any employer or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disabilities, marital status, or medical condition as defined in Government Code §12926. The proposer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.
- B. The proposer will send to each labor union or representative workers with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the proposer's commitments under this section; and the proposer shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- C. The proposer will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, ECCTA or any other appropriate agency of the State of California designated by ECCTA for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- D. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by ECCTA as a basis for determining the proposer to be not a "responsible proposer" as to future contracts for which such proposer may submit proposals, for revoking the proposers pre-qualification rating, if any, and for refusing to establish, re-establish, or renew a pre-qualification rating for the proposer.

ECCTA shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the proposer has violated the Fair Employment Practices Act and has issued an order under Government Code §12970 or obtained a court order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, ECCTA shall notify the proposer that, unless it demonstrates to the satisfaction of ECCTA within a stated period that the violation has been corrected, the proposer's pre-qualification rating will be revoked.

- E. The proposer agrees that should ECCTA determine that the proposer has not complied with the Fair Employment Practices section of this contract then, pursuant to Labor Code Section 1735 and 1775, the proposer shall, as a penalty to ECCTA, forfeit, for each calendar day, or portion

thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the proposer. ECCTA may deduct any such damages from any monies due the proposer.

- F. Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion as to prevent ECCTA from pursuing any other remedies that may be available at law.
- G. Prior to award of the contract, the proposer shall certify to ECCTA that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by ECCTA.
 - a. The proposer shall provide evidence, as required by ECCTA, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.
 - b. The proposer shall provide evidence, as required by ECCTA, that it has notified all sources of employee's referral (including unions, employment agencies, advertisements, Employment Development Department) of the content of the anti-discrimination clause.
 - c. The proposer shall file a basic compliance report as required by ECCTA. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire or whether or not to hire.
 - d. Personally, or through its representatives, the proposer shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:
 - i. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.
 - ii. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given an equal opportunity for employment.
 - e. The proposer shall notify ECCTA of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its pre-qualification.
- H. The proposer will include the provisions of the foregoing Paragraphs 1 through 7 in every first tier subcontract so that such provisions will be binding upon each subconsultant.
- I. Statement and Payrolls. The proposer shall maintain its records in conformance with the requirements included in the Information to Proposers and the following Special Conditions:
 - a. The submission by the proposer of payrolls, or copies thereof, is not required. However, each proposer and sub-contractor shall preserve their weekly payroll records for a period of three years from the date of completion of this contract.
 - b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.
 - c. The proposer shall make its payroll records available at the project site for inspection by ECCTA and shall permit ECCTA to interview employees during working hours on the job.

The following certification is to be executed by every proposer and enclosed and forwarded in a sealed envelope containing the proposal. The person signing the certification shall state his/her address and official capacity.

FAIR EMPLOYMENT PRACTICE CERTIFICATION

The undersigned, in submitting a proposal for performing work as specified in the Scope of Work hereby certifies that the proposer will meet the above standards of affirmative compliance with the Fair Employment Practices Act.

PROPOSER

SIGNATURE

PRINTED NAME OF SIGNER

TITLE

MAILING ADDRESS

CITY	STATE	ZIP CODE
------	-------	----------

TELEPHONE NUMBER

DATE

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE SECTION 7106

NON-COLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

The undersigned declares:

I am the _____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

PROPOSER'S SIGNATURE: _____

DATE: _____

Section 9

Sample Contract

PROFESSIONAL SERVICES AGREEMENT

FOR

Micro-transit Software and Support Services

This Agreement is made and entered into as of the ____ day of _____, 20__ by and between the Eastern Contra Costa Transit Authority, (hereinafter called "AUTHORITY") an entity formed under the California Joint Exercise of Powers Act, California Government Code Sections 6500 *et seq.*, and _____ hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

WHEREAS, AUTHORITY desires to engage CONSULTANT to provide professional services in the AUTHORITY;

WHEREAS, CONSULTANT is qualified to provide such services to the AUTHORITY and;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire on _____. (b) Notwithstanding the provisions of (a) above, AUTHORITY may with or without cause, direct CONSULTANT to suspend, delay or interrupt Services, in whole or in part, for such periods of time as AUTHORITY may determine in its sole discretion. (c) AUTHORITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should CONSULTANT commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of

AUTHORITY's written notice to CONSULTANT demanding such cure, in which case CONSULTANT shall be liable to AUTHORITY for all loss, cost, expense, damage and liability resulting from such breach and termination. (d) AUTHORITY may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever AUTHORITY determines that such termination is in AUTHORITY's best interests, in which case CONSULTANT shall be entitled to recover its costs expended up to the termination date plus reasonable profit thereon to the termination date as this Agreement would otherwise provide, but may recover no other cost, damage or expense. CONSULTANT shall continue its work throughout the course of any dispute, and CONSULTANT's failure to continue work during a dispute shall be a material breach of this Agreement.

3. Compensation; Expenses; Payment. AUTHORITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's fee schedule marked Exhibit "B" hereof, attached hereto and by this reference incorporated herein.

The Contractor may request three percent (3%) increases for services year over year for the life of the contract to account for inflation, subject to ECCTA approval. The request must be received by ECCTA, in writing, at least 90 days before the increase is to occur.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to AUTHORITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of AUTHORITY including, without limitation, CONSULTANT's transmittal of all deliverables to AUTHORITY required by EXHIBIT A.

AUTHORITY shall not incur any charges under this Agreement, nor shall any payments become due to CONSULTANT for any payment period on the Project, until AUTHORITY receives all deliverables required under Exhibit A, SCOPE OF WORK AND SCHEDULE, for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where CONSULTANT has partially completed one or more deliverables due during a payment period, and if CONSULTANT demonstrates diligent progress thereon, then AUTHORITY may make a partial progress payment based upon percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon AUTHORITY. AUTHORITY shall not be liable for, and

CONSULTANT shall not be entitled to, any payment for Services performed before this Agreement's execution.

4. Additional Services. In the event AUTHORITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by the AUTHORITY. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to AUTHORITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the AUTHORITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

CONSULTANT represents that it has reviewed Exhibit A and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Exhibit A and within the times specified for each individual Project.

CONSULTANT represents that it possesses all necessary training, licenses and permits to perform the Services and that its performance of the Services will conform to the standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar, successfully completed projects.

The granting of any progress payment by AUTHORITY, or the receipt thereof by CONSULTANT, or any inspection, review, approval or oral statement by any representative of AUTHORITY or any other governmental entity, shall in no way waive or limit the obligations in this Paragraph 7 or lessen the liability of CONSULTANT for unsatisfactory Services, including but not limited to cases where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to AUTHORITY, become the property of AUTHORITY.
9. Relationship of Parties. CONSULTANT is an independent Contractor and does not act as AUTHORITY's agent in any capacity, whatsoever. CONSULTANT is not entitled to any benefits that AUTHORITY provides to AUTHORITY employees, including, without limitation, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within this Agreement regarding direction apply to and concern the result of the CONSULTANT's provision of Services, not the means, methods, or scheduling of the CONSULTANT's work. CONSULTANT shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Services under this Agreement. CONSULTANT shall pay all payroll taxes imposed by any governmental entity and shall pay all other taxes not specifically identified in this Agreement as AUTHORITY's responsibility.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that AUTHORITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to AUTHORITY of AUTHORITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. Indemnity. To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless AUTHORITY, its Board of Directors, officers, employees, directors, volunteers and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, injury (including, without limitation, economic

harm, injury to or death of any person, including an employee of CONSULTANT or its Subconsultants), cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, at law or equity, which may be brought against, or suffered or sustained by, AUTHORITY, its Board of Directors, officers, employees, directors, volunteers or agents that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct of CONSULTANT, any Subconsultant, anyone directly or indirectly employed or retained by them, or anyone that they control. In the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify AUTHORITY, its Board of Directors, officers, employees, volunteers and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

If CONSULTANT is a "design professional," as defined in California Civil Code Section 2782.8(c), CONSULTANT shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to CONSULTANT's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to CONSULTANT shall not exceed CONSULTANT's proportionate percentage of fault.

CONSULTANT agrees to defend with legal counsel reasonably acceptable to the AUTHORITY.

12. Insurance. Prior to execution of this Agreement, CONSULTANT shall furnish to AUTHORITY Certificates of Insurance showing satisfactory proof that it maintains the insurance required by this Contract as set forth in EXHIBIT C, Insurance, which are attached and made a part of this Agreement. CONSULTANT shall maintain all required

801 Wilbur Avenue
Antioch, CA, 94509

CONSULTANT:

(Fill in CONSULTANT Name, Address, Phone Number,
Project Manager and Email Address for CONSULTANT)

16. Non-Assignment. This Agreement is not assignable either in whole or in part.
17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
19. Governing Law. This Agreement shall be deemed to have been executed in the County of Contra Costa, California. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any suit or action initiated by either party shall be brought in the County of Contra Costa, California unless the parties agree otherwise in a written amendment to this Agreement. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
20. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
21. Conflict of Interest. CONSULTANT represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work and services required under this Agreement. Without limitation, CONSULTANT represents to and agrees with AUTHORITY that CONSULTANT has disclosed any potential conflict of interest, and will have no future conflict of interest, in providing AUTHORITY services hereunder, including but not limited to, any interest (financial, share ownership, shared management, shared directors, or reporting responsibilities) CONSULTANT may presently have, or will have in the future, with respect to any other person or entity (including but not limited to potential

suppliers, vendors, consultants, contractors, or regulatory agency) which may have an interest in the subject matter of the Services.

22. Liability of AUTHORITY. Except as provided in Exhibit A, Services to be Provided by CONSULTANT and Exhibit C, Insurance, AUTHORITY's obligations under this Agreement shall be limited to the payment of the compensation provided for in Paragraphs 1, 3, and 4 of this Agreement.

Notwithstanding any other provision of this Agreement, in no event shall AUTHORITY be liable, regardless of whether any claim is based on contract, tort or otherwise, for any special, consequential, indirect or incidental damages, lost profits or revenue, arising out of or in connection with this Agreement, the Services, or the Project.

AUTHORITY shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment be furnished, rented or loaned to CONSULTANT by AUTHORITY. The acceptance or use of such equipment by CONSULTANT or any of its employees shall be construed to mean that CONSULTANT accepts full responsibility for and shall exonerate, indemnify, defend and save harmless AUTHORITY from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment, whether such damage be to the CONSULTANT, its employees, AUTHORITY employees or third parties, or to property belonging to any of the above.

Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which AUTHORITY or CONSULTANT may have under this Agreement or any applicable law. All rights and remedies of AUTHORITY or CONSULTANT, whether under this Agreement or other applicable law, shall be cumulative.

23. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.
24. Force Majeure. Except for defaults of subconsultants at any tier, CONSULTANT shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without the fault or negligence of CONSULTANT,

including without limitation failure to reasonably mitigate any adverse impacts (Force Majeure). Force Majeure events include the following:

Acts of God, fires, floods, earthquake, other natural disasters, epidemics and pandemics (other than COVID-19 or variants), abnormal weather conditions beyond the parameters otherwise set forth in this Article, nuclear accidents, strikes, lockouts, freight embargos, interruptions in service by a regulated utility, or governmental statutes or regulations enacted or imposed after the fact (together, “force majeure events”).

25. Entire Agreement. This Agreement, including Exhibits A, B, C, and D comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

EASTERN CONTRA COSTA TRANSIT
AUTHORITY

Dated: _____

Rashidi Barnes, CEO
ECCTA

APPROVED AS TO FORM

Dated: _____

Eli Flushman, General Counsel
ECCTA

CONTRACTOR

Dated: _____

(Type Name & Title of CONTRACTOR
Authorized to Sign)