



VICTOR VALLEY TRANSIT AUTHORITY

*Representing the communities of Adelanto, Apple Valley, Barstow, Hesperia,
Victorville, and San Bernardino County*

REQUEST FOR PROPOSAL RFP 2025-05

AUTOMATIC PASSENGER COUNTER (APC) CERTIFICATION SERVICES AND DASHBOARD SOFTWARE

March 10, 2025

NOTICE INVITING PROPOSALS 2025-05 APC CERTIFICATION SERVICES AND DASHBOARD SOFTWARE

1. Purpose of the Procurement and Period of Performance

VVTA is seeking proposals from qualified firms to provide proposals for APC Certifications Services and Dashboard software. VVTA intends to award a Fixed Price contract for a period of 90 days for APC Certification and an additional 90 days for the development of the dashboard. After completion of the development and installation of the Dashboard software, the contract will continue 2 years of Maintenance services for the Dashboard Software.

2. Obtaining the Request for Proposal (RFP) Document

RFP documents may be obtained from VVTA, in person at 17150 Smoke Tree Street, Hesperia, CA 92345-8305, electronically at www.vvta.org/Procurement or via www.publicpurchase.com.

Documents are also available via email request to cplasting@vvta.org. RFPs requested by courier or via USPS mail shall be packaged and sent only at the Proposers' expense.

3. Proposal Due Date and Submittal Requirements

Proposals must be received before **3:00 PM (PST), Thursday, April 10, 2025.**

3.1. Sealed Proposal packages will be accepted at the following address:

Victor Valley Transit Authority
Attn: Christine Plasting, Procurement Manager
17150 Smoke Tree Street
Hesperia, CA 92345-8305
(760) 995-3583

3.2. Envelopes, boxes, or electronic submissions via publicpurchase.com containing proposals shall clearly labeled with VVTA's RFP number and the solicitation title: "VVTA RFP 2025-05 APC CERTIFICATION AND DASHBOARD SOFTWARE ."

3.3. Proposers are to submit to VVTA either one (1) hard copy of the proposal and one (1) electronic copy via DVD/CD, thumb/flash drive **OR** via www.publicpurchase.com. A Proposal is deemed to be late if VVTA receives it after the deadline stated above. Proposals received after the submission deadline shall be returned unopened to the Proposer. It is the Proposer's sole responsibility to ensure that the Proposals are received by the date and time stated above.

4. Validity of Proposals. Proposals and subsequent offers shall be valid for a period of ninety (90) days. An award may be made without further discussion. VVTA reserves the right to withdraw or cancel this RFP at any time without prior notice and VVTA makes no representation that any contract will be awarded to a Proposer responding to this RFP.

5. Pre-Proposal Conference/Job Walk

There will be not be a Pre-proposal Conference for this solicitation, however, the deadline for questions is at 5:00 PM (PST), Friday, March 28, 2025. Prospective Proposers are requested to submit questions, in writing, to the Procurement Manager at cplasting@vvta.org. Responses shall be shared with all known prospective proposers by written addenda only.

The successful Proposer shall be required to comply with all applicable Equal Opportunity Laws and Regulations.

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INSTRUCTIONS TO PROPOSERS

A. TIMELINE

Date of Request for Proposal (RFP):	March 10, 2025
Agency:	VICTOR VALLEY TRANSIT AUTHORITY
Address of Agency:	17150 SMOKETREE ST., HESPERIA, CA 92345-8305
Contracting Officer:	Christine Plasting, Procurement Manager
Telephone No:	(760) 995-3583
FAX No:	(760) 948-1380
Email Address:	Cplasting@vvta.org
Pre-Proposal Conference (Non-Mandatory)	None for this solicitation
Last Day for Questions	5:00 PM PST, Friday, March 28, 2025
Addenda and Answers to questions	2:00 PM PST, Thursday, April 3, 2025
Proposal Due Date	3:00 PM PDT, Thursday, April 10, 2025
Anticipated Award Date	May 19, 2025

B. PURPOSE

VVTA is requesting proposals for APC certification services and dashboard software to enhance the agency's ability to report passenger data, and to assess trends in ridership and passenger demand.

VVTA currently utilizes IRIS APCs installed on the VVTA fixed-route bus fleet for APC ridership data collection.

Key outcomes/goals for this project include:

1. APC certification

Produce ridership data of sufficient accuracy to satisfy FTA reporting requirements to the National Transit Database (NTD), and relieve administrative workload associated with manually conducting passenger counts.

2. Ridership Data Analysis Dashboard

Generate accurate, timely stop-level on/off ridership data reporting for each route by day of the week for better informed transit planning activities.

C. BACKGROUND

1. VVTA is a Joint Powers Authority (JPA) created in 1992 to provide comprehensive public transit services to six incorporated towns and several unincorporated communities (represented by the San Bernardino County Board of Supervisors) – all member jurisdictions are located in San Bernardino County, a region that covers an area of approximately 950 square miles.
2. VVTA serves the Victor Valley, a sub region of Southern California north of the Cajon Pass, east of the Los Angeles County line, incorporating much of the Northern portion of the Mojave Desert in San Bernardino County. Victor Valley is part of the Inland Empire, a sub region of the Greater Los Angeles Area.
3. In addition to fixed route, rural routes, and complementary paratransit service, VVTA operates its BV Link – which provides intercity service from Barstow to Victorville and down into the San Bernardino Valley; its NTC Commuter service which operates from Victorville and Barstow to the National Training Center at Fort Irwin; Micro Link Micro-transit pilot program; and a turnkey vanpool operation.
4. VVTA has been designated as a Consolidated Transportation Services Agency (CTSA) for the North Desert Region of San Bernardino County - a very large geographic area including responsibility for volunteer driver transportation services in Trona and Big River.

D. PERIOD OF PERFORMANCE

VVTA intends to award a Fixed Price contract for a period of 90 days for APC Certification and an additional 90 days for the development of the dashboard. After completion of the Development and installation of the Dashboard software, the contract will continue 2 years of Maintenance services for the Dashboard Software. These dates are subject to negotiation with the awarded contractor. VVTA reserves the right to award the contract at a time other than stated in the proposed schedule (Section A).

E. EXAMINATION OF DOCUMENTS

By submitting a proposal, the Proposer represents that it has thoroughly examined and become familiar with the work required and documents included under the RFP.

F. REQUEST FOR CLARIFICATION / APPROVED EQUALS

1. Whenever any material, product or service is specified or indicated in the RFP and/or contract documents by brand name, trade, patent, or proprietary name or by the name of the manufacturer, the item so specified or indicated shall be deemed to be followed by the words, "Or Equal."
2. At any time during this procurement up to the time specified in the "Proposal Schedule" (Section A), proposers may request, in writing, a clarification or interpretation of any aspect, or a change to any requirement of the RFP or any addendum to the RFP. Requests may include suggested substitutes for specified items and for any brand names. Whenever a brand name is used in this solicitation it shall mean the brand name or "approved equal." Such written requests shall be made to the Contracting Officer and may be transmitted by facsimile or via email. The Proposer making the request shall be responsible for its proper delivery to VVTA per Contracting Officer" (Section A) on the form provided – See Attachment E "Request for Pre-Offer Change or

Approved Equal.” VVTA will not respond to oral requests. Any request for a change to any requirement of the Contract Documents must be fully supported with technical data, test results, or other pertinent information evidencing that the exception will result in a condition equal to or better than that required by the RFP, without substantial increase in cost or time requirements. Any responses to such written request shall be provided by VVTA in the form of an addendum only. Only written responses provided as addendum shall be official and all other forms of communication with any officer, employee or agent of VVTA shall not be binding on VVTA.

G. VENDOR CONTACT

1. All correspondence, communication and/or contact with regard to any aspect of this solicitation is authorized only by the designated Contracting Officer identified in “A. Proposal Schedule” above, or their designated representative. Proposers and their representatives shall not make any contact with or communicate with any employees of VVTA, or its directors and consultants, other than the Contracting Officer regarding any aspect of this solicitation or offers. Ex parte’ communications with members of VVTA’s Board of Directors or any person responsible for awarding a contract, including the Contracting Officer is prohibited under California Public Contract Code Section 20216. All communications shall be in writing and will be made public.
2. If it should appear to a prospective Proposers that the performance of the work under the contract, or any of the matters relating thereto, is not sufficiently described or explained in the **RFP** or Contract Documents, or that any conflict or discrepancy exists between different parts thereof or with any Federal, State, local or Agency law, ordinance, rule, regulation, or other standard or requirement, then the Proposer shall submit a written request for clarification to VVTA within the time period specified above.

H. ADDENDA TO RFP

VVTA reserves the right to amend the RFP at any time. Any amendments to or interpretations of the RFP shall be described in the written addendum. VVTA shall provide copies of the addenda to all prospective Proposers officially known to have received the RFP. Prospective Proposers, or their agents, shall be responsible for collecting the addenda at the address provided in “Contracting Officer” (Section A. above) or receive the same otherwise. Notification of the addenda will also be emailed to all such prospective Proposers officially known to have received the RFP and to the email address provided by each prospective Proposer. Failure of any prospective Proposer to receive the notification or addendum shall not relieve the Proposer from any obligation under its proposal as submitted or under the RFP, as clarified, interpreted, or modified. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum and all prior addendum in their Proposer (See Attachment E). Failure to acknowledge in their proposals receipt of the addendum may, at VVTA’s sole option, disqualify the proposal.

If VVTA determines that the addendum may require significant changes in the preparation of Proposals, the deadline for submitting the Proposals may be postponed by the number of days that VVTA determines will allow Proposer sufficient time to revise their Proposals. Any new Due Date shall be included in the addendum.

I. EXCEPTIONS / DEVIATIONS

Using the Form for Proposal Deviation – Attachment E – State any exceptions to or deviations from the requirements of this RFP, segregating “technical” exceptions from “contractual” exceptions. Where Proposer wishes to propose alternative approaches to meet VVTA’s technical or contractual requirements, these should be thoroughly explained. If no contractual exceptions are noted, Proposer will be deemed to have accepted the contract requirements as set form in the Scope of Work.

J. FORMAT OF PROPOSALS

1. Proposals must be submitted and organized in the order listed below. The proposal shall include, at a minimum, the following:
 - a. Cover letter – Proposer must include a letter of introduction.
 - b. Title Page
 - c. Table of Contents
 - d. Profile of Firm (History, Experience, Changes) – This section should include details regarding the Proposer’s ability and experience to operate the project as specified in the RFP. The following information should be included:
 - I. Corporate hierarchy – i.e., President, Vice President, Corporate Officers, etc..
 - II. Corporate overview of services or activities performed.
 - History of firm – Include a brief history of the firm.
 - Founding Date (month and year)
 - Firm size – staff and client base
 - Firm’s vision and mission statement
 - III. Employment practices – policies and procedures, training, including safety training and affiliation/accreditation.
 - IV. Location of the office from which the work will be provided and the staff allocation at that office.
 - e. Identify Project team including, but not limited to:
 - I. Size of Project Team
 - II. Education, qualifications, and specific experiences in performing the work that is being solicited in this RFP.
 - III. Project Organization Chart.
 - f. Resumes of Key Personnel (if applicable)

- g. Commitment that key personnel will be available throughout contract and will not be removed without prior approval of VVTA (if applicable)
- h. Proposer's approach to accomplish the Scope of Work Requirements:

1. Technical Information

All Proposals must be structured to include the tasks outlined below. If the Proposer chooses a different approach to address specific elements for the APC Certification and Dashboard Software from those listed here, that is permitted as long as that approach meets the Scope of Work and RFP requirements. The Proposer shall submit a complete description of how their approach or alternative approach complies with the RFP requirements (tasks, deliverables, and schedule):

2. Proposer Knowledge, Experience and Project Management.

This section of the proposal should establish the ability of the proposed team to satisfactorily perform the required work by reasons of: demonstrating that they have extensive knowledge and experience with building and developing web-based public service applications, database and reporting systems, including integration and implementation, information architecture development, usability testing, and graphic user interface design among core competencies. The level of experience as evidenced by successful implementation of projects in other similar or larger Transit agencies is one of the crucial elements of the selection criteria. It is essential that the Proposer work well in a knowledge transfer mode in addition to actual hands-on work. The Proposer should be familiar with public agency project management, transportation and/or transit funding and reporting processes as well as current technologies in System development. In addition, the Proposer should establish the methods to manage the Project as well as identify key personnel assigned and their qualifications. The Proposal should also address the Scope of Work and shows an understanding of the Project needs and requirements.

Specifically:

- i. Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; number of employees.
- ii. Provide a general description of the firm's current financial condition; identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede ability to complete the Project.
- iii. Describe the firm's experience in the NTD certification process for Automatic Passenger Counters (APC), and in developing and implementing web-based public service applications, databases, and reporting systems like the program envisioned by VVTA. Provide a minimum of five (5) references of other similar contracts in the United States. Using the form in Attachment E - furnish the name, title, address, telephone number, and e-mail address of the person(s) at the client organization who is most knowledgeable about the work performed and number of years the contract has been in place. References may also be supplied from other work not cited in this section as related experience. Highlight the firm's and key personnel's experience with the work or services identified in Attachment A Scope of Work.
- iv. Provide a list of past joint work by the Proposer and each subconsultant, if applicable. The list should clearly identify the project and provide a summary

- of the roles and responsibilities of each party. The list should also detail the circumstances for which, if any previous contracts were terminated, suspended, or received a penalty/fine.
- v. Provide education, experience, and applicable professional credentials for proposed staff.
 - vi. Describe the Proposer's project management staffing and roles/responsibilities. Identify a single point of contact (Project Manager) for the duration of the Contract.
 - vii. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include each person's name, current location, proposed position for this Project, current assignment, what percentage of each person's total work hours will be available for this assignment, and how long each person has been with the firm. VVTA reserves the right to review, approve and/or designate the positions and functions deemed to be "key" to the Project and request information concerning key personnel not listed by the Proposer.
 - viii. Furnish brief resumes (not more than two [2] pages each) for proposed key personnel.
 - ix. Include a Project organization chart that clearly delineates communication and reporting relationships among the Project staff, including subconsultants and identify all tasks in sufficient detail to permit task-by-task assessment of progress based on milestones, deliverable accountability, resource identification and allocation.
 - x. Include a statement that key personnel will be available as designated by VVTA, for the duration of the Project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of VVTA.
 - xi. Outline the process for how Proposer plans to report on the Project including, but not limited to, weekly conference calls during the development and implementation phase and developing the agenda and minutes to provide and summarize a status update of work completed, work planned for the following week, and problems encountered and planned resolutions of those problems. Proposer shall recommend the best approach for communication and problem solving during the term of the Contract including during the System development and/or implementation phase, maintenance phase, and for any additional work assigned.

3. Project Planning and Approach

This section of the proposal should define the Proposer's approach to address and solve VVTA's project requirements within the timeframe indicated in Attachment A Scope of Work, as well as a project plan to guide the Contractor during development and implementation.

Specifically:

- i. Describe the Proposer's technical, logical and management approach to address and solve VVTA's requirements for the Project and how the Proposer will plan for and accommodate each into the Project effort.
- ii. Using a scheduling tool, furnish a Project schedule for each task and subtask in terms of elapsed weeks from commencement date and identify the personnel that will perform the work.

- iii. Describe the approach and develop a work plan, glossary, and index for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the firm's ability to accomplish the project objectives and to meet the Project schedule.
- iv. Identify methods that will be used to ensure quality control as well as budget and schedule control to ensure completion of the Scope of Work.
- v. Identify all tasks in sufficient detail to permit task-by-task assessment of progress based on milestones, deliverable accountability, resource identification and allocation.
- vi. Identify any special issues or problems that are likely to be encountered during this Project and how they will be addressed.
- vii. Proposers are encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

4. System Development, Test Plan, and Implementation

This section of the proposal shall address how the Proposer will meet the requirements for Database System development, testing, and implementation as described in the Scope of Work, which will at minimum include the following:

- i. **Requirements Definition and Acceptance.** Provide an analysis and recommendation of the best approach to meet the overall goals of the System including user rights.
- ii. **Database Design, Documentation, and Acceptance.** Furnish the elements necessary to depict the System application data entry, database, and user information output design.
- iii. **Database Glossary.** Integration of existing Project information and allow for the incorporation of additional information that the user may enter on the System.
- iv. **Internal Data Integration.** The System will allow for readable and efficient report display and generation.
- v. **Web Based Data Entry.** A Data Entry graphical user interface that meets the needs of project monitoring requirements. Entered data will be verified by the System.
- vi. **Web-Based User Query/Reports.** Capability of generating reports and queries to integrate the display of various data sources allowing for a readable and efficient report display including mapping capabilities/displays. The database will also be designed to accommodate future report modifications or new reports.
- vii. **Data Security.** Provide documentation and a plan as to how the System will safely and securely manage sensitive data. This is critical as there will be sensitive information uploaded into the System (applicant's home address and phone numbers). Therefore, keeping all information contained in this System safe and secure is key and critical to the evaluation of this Proposal.
- viii. **System Test Plan.** The proposer shall develop a plan that incorporates the testing

periods indicated below. At the completion of each testing period, VVTA will provide a letter of acceptance or failure. Items requiring correction at either test period shall be corrected by the Consultant within ten (10) calendar days.

- A functionality testing period with a workable prototype, and subsequent acceptance-testing period, either period not to exceed 15 business days, during which time VVTA shall evaluate the System for satisfaction with its functions and conformance with requirements.
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ix. **Post-Implementation Services and Maintenance.**

In this section, the Proposer shall address how they intend to support the following System features, services, and maintenance. Specifically:

- **Training and User Guide.** Identify how training will be provided to all designated users on how to use and optimize the System for their specific purpose. The System will not only have online help features for users but will also have online help capabilities for VVTA staff. Any online or hardcopy training guides and/or user manuals shall address these multiple user groups identified under “USER GROUPS” in the Scope of Work. Manuals should include detailed instructions for data entry, data migration options, information access, report generation and printing procedures. Training sessions should be conducted as needed on site at VVTA or via webinar, as approved by VVTA, for basic administration and advanced administration training, including development of all materials for the classes.
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- **Daily Backup, System Interruption and Disaster Recovery.**

Address how the System will continue in the event of a disaster, during a System or host interruption (planned or unplanned), how data will be recovered in the event of a System failure or emergency, as well as daily backup of System to ensure that the System is operable in the event of an unforeseen event (power outage, disaster, and so on). This shall be accomplished through the development and approval by VVTA of a consultant-prepared Disaster Recovery Plan, Daily Backup Plan and a Redundancy Plan to ensure 99.9% up-time.

x. **Maintenance Plan.** Describe the maintenance plan which should identify post-implementation maintenance/updates and hosting of the System.

- h. VVTA reserves the right to interview any organization and visit any of the facilities listed as subcontractors.
- i. Required Forms (See Attachment E)
- j. Any other information required by this RFP or its addenda which may not be listed above.
- k. Cost/Price Proposal – Proposers shall submit proposed pricing to provide the

products/services for the work described in Attachment A – Scope of Work.

2. Firms may include additional information, however, do NOT attach terms and conditions that conflict with the RFP, as your firm's proposal may be deemed non- responsive.

K. PROPOSAL PACKAGING REQUIREMENTS

1. Please note that **all addenda** must be acknowledged. Proposers are instructed to use Attachment E – Acknowledgement of Addenda – to acknowledge all addenda released during this solicitation.
2. **An original proposal plus one (1) electronic copy, OR via www.publicpurchase.com, must be received at the address shown in "Proposal Schedule" (Section A) not later than **3:00 PM (PDT) on Thursday, April 10, 2025**. All labor, equipment, materials, and training shall be furnished in strict accordance with the delivery schedule and the Contract terms and conditions. All Proposals shall be valid for a period of ninety (90) days.**
3. Proposals received after the time and date due will be rejected without consideration or evaluation and returned, unopened, to the return address of the package received. Under no circumstances will any proposal be accepted after the due date and time in accordance with PCC 10168.
4. Proposer shall submit the Cost/Price Proposal (Attachment E) in a separate envelope marked "Pricing Proposal". Prices are to be quoted including the California State and Local Sales Tax (the current tax rate for Hesperia, CA is 7.75%). Proposer shall pay all taxes which are legally enacted at the time bid is submitted and shall secure and pay for all permits and government fees, licenses, and inspections necessary for the proper execution and completion of the Contract.
5. Proposals including all submittal documents and including price elements shall be submitted by the due date specified, in **two** packages identified as **"VVTA RFP 2025-05 APC CERTIFICATION AND DASHBOARD SOFTWARE"** and **"VVTA RFP 2025-05 – COST/PRICE PROPOSAL."** **On Publicpurchase.com, please upload the technical proposal and the Cost/Price proposal as two SEPARATE documents in the portal.**
6. **NO COST, PRICE OR FINANCIAL INFORMATION OF ANY KIND SHALL BE INCLUDED IN PACKAGE NO. 1, NOR IN ANY OF THE PROPOSAL DOCUMENTS THAT WILL BE INCLUDED IN THIS PACKAGE.**
7. If a Proposer is submitting their proposal electronically through publicpurchase.com, a copy of any required originals (notarized document, bonds, etc.) must be included with their proposal. The original of the notarized documents, bonds, etc., must be received by VVTA not later than 5 business days after the Proposal Due Date.

L. PRE-CONTRACTUAL EXPENSES

1. VVTA will not be liable for any pre-contractual expenses incurred by any Proposer in preparation of its proposal. The proposer shall not include any such expenses as part of their proposal.

2. Pre-contractual expenses are defined as expenses incurred by the Proposer in:
 - a. Preparing a proposal in response to this RFP.
 - b. Submitting that proposal to VVTA.
 - c. Negotiating with VVTA any matter related to its proposal; and
 - d. Any other expenses incurred by Proposer prior to date of award, if any, of the Contract.

M. JOINT PROPOSALS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime and subcontractor basis rather than as a joint venture.

N. TAXES

Proposals are subject to State and Local sales taxes. However, VVTA is exempt from the payment of Federal Excise and Transportation Taxes. The Proposer is responsible for payment of all taxes for any goods, services, processes, and operations incidental to or involved in the contract.

O. MODIFICATION OR WITHDRAWAL OF PROPOSALS

1. A modification of a proposal already received will be accepted by VVTA only if the modification is received prior to the proposal due date or is specifically requested by VVTA. All modifications shall be made in writing and executed and submitted in the same form and manner as the original proposal.
2. A Proposer may withdraw a proposal already received prior to the proposal due date by submitting, in the same manner as the original proposal, to VVTA a written request for withdrawal executed by the Proposer's authorized representative. After the proposal due date, a proposal may be withdrawn only if VVTA fails to award the contract within the proposal validity period prescribed in "Due Date" or any agreed upon extension thereof. The withdrawal of a proposal does not prejudice the right of a Proposer to submit another proposal within the time set for receipt of proposals.
3. This provision for modification and withdrawal of proposals may not be used by a Proposer to submit a late proposal and, as such, will not alter VVTA's right to reject a proposal.

P. SUBCONTRACTORS AND ASSIGNMENTS

1. Pursuant to the provisions of PCC 4104, every proposer shall in the proposal set forth:
 - a. The name and location of the place of business (address) of each subcontractor who will perform work or labor or render service to the proposer in or about the work in an amount in excess of one-half of one percent of the proposer's total proposal; and
 - b. The portion of the work that will be done by each subcontractor. The proposer shall list only one subcontractor for each portion of work as defined by the proposer in its proposal.
 - c. The dollar amount of the work which will be done by each subcontractor.

2. Proposer shall complete form entitled "List of Subcontractors (Attachment E)" with the above

requested information.

Q. RESERVED

R. CONFIDENTIALITY AND PUBLIC RECORDS ACT

Access to government records is governed by the State of California Public Records Act. (Government Code Section 6250 et. seq.) Except as otherwise required by state law, VVTA will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted in the proposal. Any such proprietary information, trade secrets or confidential commercial and financial information, which a Proposer believes should be exempted from disclosure, shall be specifically identified, and marked as such. Blanket-type identification by designating whole pages or sections containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

Proposers fully understand the scope of work/specifications and has carefully checked all words and figures inserted in said RFP and further understands that VVTA will no way be responsible for any errors or submissions in the preparation of this proposal.

1. Exclusive Property

- a. Responses to this Proposal have become the exclusive property of VVTA and are subject to the California Public Records Act.
- b. Those elements of each Proposal that are *trade secrets*, as the term is defined in California Civil Code section 3426.1 (d) or otherwise exempt by law from disclosure and which are not prominently marked as TRADE SECRET, CONFIDENTIAL or PROPRIETARY may be subject to disclosure.

2. Disclosure of Records

- a. Upon a request for records from a third party regarding this proposal VVTA will notify in writing the party involved. The party involved must respond within twenty (20) calendar days with the identification of any and all “proprietary, trade secret, or confidential commercial or financial” information and the party involved shall agree to indemnify VVTA for its defense costs, (Including reasonable attorney fees) associated with its refusal to produce such identified information; otherwise, the requested information may be released and VVTA shall not be held liable for complying with the records request.
- b. If disclosure is deemed to be required by law or by an order of the court, VVTA shall not, in any way, be liable or responsible for the disclosure of any such records including without limitation those so marked.
- c. Any documents that are not marked “TRADE SECRET” or “CONFIDENTIAL” or “PROPRIETARY,” will be made available.

3. Exemption from Disclosure May Be Deemed Unresponsive

- a. VVTA will take into consideration documents that the Proposer deems exempt from disclosure which must be marked "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY."
 - b. Proposers who indiscriminately identify all or most of their proposals as exempt from disclosure without justification may be deemed non-responsive.
- 4. Indemnification of VVTA by Proposer
 - a. The Proposer agrees to indemnify, hold harmless and defend VVTA and each of its board members, officers, officials, employees and agents from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of a Public Records Act request for any of the contents of a Proposal labeled as protected information and identified as, among other things, "TRADE SECRET" or "CONFIDENTIAL" or "PROPRIETARY." This obligation shall survive the RFP process, including the awarding of the Contract.
 - b. Proposer agrees to absorb all costs and expenses, including attorneys' fees, in any action or liability arising under the California Public Records Act pertaining to protected information contained and labeled as such in the proposer's proposal.
- 5. Public Interest
 - a. The public interest exemption of the California Public Records Act provides that an agency may withhold the disclosure of a record by showing that the public interest served by not making the record public clearly outweighs the public interest served by disclosure of the record.
 - b. To protect the integrity of the proposal process, in most instances, price proposals and information regarding the contents of a Proposal, will not be released or made available to other Proposers or the public until contract award is made by VVTA's Board of Directors and after the conclusion of any protest.
 - c. VVTA shall employ sound business practices no less diligent than those used for VVTA's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by Proposers and the Contractor pursuant to the Contract which contain confidential commercial or financial information, trade secrets or proprietary information as defined in or pursuant to the state law against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by VVTA in its sole discretion, bears appropriate notices relating to its confidential character.

S. ACCEPTANCE/REJECTION OF PROPOSALS

- 1. VVTA reserves the right to reject any or all proposals for sound business reasons, to undertake contract negotiations with one or more Proposers, and to accept that proposal, which in its judgment, will be most advantageous to VVTA, price and other evaluation criteria considered. VVTA reserves the right to consider any specific proposal, which is conditional or not prepared

in accordance with the instructions and requirements of this RFP to be non-responsive. VVTA reserves the right to waive any defects, or minor informalities or irregularities in any proposal which do not materially affect the proposal or prejudice other proposals.

2. If there is any evidence indicating that two or more Proposers are in collusion to restrict competition or otherwise engaged in anti-competitive practices, the proposals of all such Proposers shall be rejected, and such evidence may be a cause for disqualification of the participants in any future solicitations undertaken by VVTA.
3. VVTA reserves the right to reject a proposal that includes unacceptable conditions, exceptions, and deviations.

T. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to this RFP and it is found by VVTA to be acceptable, a detailed price/cost proposal may be requested of the single Proposer. A price or cost analysis, or both, possibly including an audit, may be performed by or for VVTA of the detailed price/cost proposal to determine if the price is fair and reasonable. The Proposer has agreed to such analysis by submitting a proposal in response to this RFP. A price analysis is an evaluation of a proposed price that does not involve an in-depth evaluation of all the separate cost elements and the profit factors that comprise a Proposer's price proposal. It should be recognized that a price analysis through comparison to other similar procurements must be based on an established or competitive price of the elements used in the comparison. The comparison must be made to purchase a similar quantity, involving similar specifications and in a similar time frame. Where a difference exists, a detailed analysis must be made of this difference and the costs attached thereto. Where it is impossible to obtain a valid price analysis, it may be necessary to conduct a cost analysis of the proposed price. A cost analysis is a more detailed evaluation of the cost elements in the Proposer's Offer to perform. It is conducted the Proposer's performance should cost. A cost analysis is generally conducted to determine whether the to form an opinion as to the degree to which the proposed costs represent what Proposer is applying sound management in proposing the application of resources to the contracted effort and whether costs are allowable, allocable, and reasonable. Any such analyses and the results therefrom shall not oblige VVTA to accept such a single proposal; and VVTA may reject such proposal at its sole discretion.

U. CANCELLATION OF PROCUREMENT

VVTA reserves the right to cancel the procurement, for any reason, at any time before the Contract is fully executed and approved on behalf of VVTA.

V. AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding. VVTA's obligation hereunder is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of VVTA for any payment shall arise until funds are made available to the Contracting Officer for this contract and until the Contracting Officer receives notice of such availability, by issuance of a written Notice to Proceed by the Contracting Officer. Any award of Contract hereunder is conditioned upon said availability of funds for the Contract.

W. VVTA'S RIGHTS

1. Each proposal will be received with the understanding that acceptance by VVTA of the proposal to provide services described herein shall constitute a contract between the Proposer and VVTA which shall bind the Proposer on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
2. VVTA reserves the right, in its sole discretion to:
 - a. Accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
 - b. Withdraw or cancel this RFP at any time without prior notice. VVTA makes no representations that any contract will be awarded to any Proposer responding to this RFP.
 - c. Issue a new RFP for the project.
 - d. To postpone the proposal opening for its own convenience.
 - e. Investigate the qualifications of any, and/or require additional evidence or qualifications to perform the work.

X. CONFLICT OF INTEREST AND CODE OF CONDUCT

1. POLICY OVERVIEW

Federal regulations require VVTA to prevent conflicts of interest in contract awards. VVTA also seeks to avoid any appearance of conflicts of interest. VVTA personnel and Contractors are expected to avoid conflicts of interest or appearances thereof and actions which could result in favoritism or appearances thereof.

2. GUIDELINES FOR CONTRACTOR RELATIONSHIPS

To avoid conflict whether real or apparent, the following shall apply to employees of any Contractor providing services to VVTA.

No Contract Management personnel or support staff shall:

- (a) Make recommendations or be involved in preparation of specifications for any contracts for which that Contract personnel may propose.
- (b) Be involved in any aspect of evaluation, selection, or award of a contract for which that Contract personnel may propose.
- (c) Be involved in any aspect of contract administration of a contract or subcontract which has been awarded to contract personnel.

Y. EVALUATION, NEGOTIATION AND SELECTION

The basis of award of the resulting contract shall be to the responsible and responsive Proposer whose proposal scores the highest based on the criteria listed below. VVTA reserves the right to

award a contract to a proposer VVTA deems their proposal best suits the needs of the agency.

1. OPENING OF PROPOSALS

The proposal will be reviewed and evaluated in accordance with the criteria and procedures described in this document. Proposers determined to be within a competitive range and that have a reasonable chance of receiving a contract may be contacted to schedule a meeting with VVTA to carry out further negotiations and discussions. VVTA reserves the right to award a Proposer without further discussions, negotiations, or it may determine that no Proposer meets the needs of VVTA.

2. EVALUATION TEAM

An evaluation team will be assigned by the VVTA Chief Executive Officer (CEO) or designee. The team will be composed of VVTA staff and may include representatives of other nearby government agencies affected by this procurement.

3. PROPOSAL SELECTION PROCESS

- a. The following describes the process by which proposals will be evaluated and a selection made for a potential award. Upon receipt of the proposals, copies will be distributed to the evaluation team members, together with scoring sheets, which include the evaluation criteria, and the points assigned to each category.
- b. Each team member will review the Proposers' submittals in conjunction with the criteria contained in Section Y.5., below. All proposals shall be evaluated and ranked for the purpose of determining the competitive range and selecting a proposal determined to be the most advantageous to VVTA.
- c. Proposals that do not comply with the instructions contained in these RFP documents and do not include the required information shall be rejected as non-responsive and shall not be considered for the competitive range. VVTA reserves the right to waive technical defects, discrepancies, and minor irregularities in an RFP and/or submitted proposal(s). VVTA reserves the right to award any alternatives set forth in the solicitation documents in its sole discretion. Submitted proposals may be rejected if there is any alteration of the RFP forms, additions not called for, conditional proposals, incomplete proposals, or irregularities of any kind. VVTA reserves the right to reject any proposal not in compliance with the solicitation documents or prescribed public contracting procedures and requirements. Written notice of rejection of all submitted proposals shall be sent to all Proposers. **ALL UNSIGNED PROPOSALS SHALL BE REJECTED.**
- d. Submittal of a proposal shall mean that the Proposer has accepted the VVTA Contract Documents in their entirety without exception.
- e. When the individual members of the evaluation teams have completed their evaluations, the entire team will meet to discuss and review the proposals. Once the discussions have been completed, members will have an opportunity to revise their scores independently. A final consensus meeting shall be held to confirm the most technically qualified and best value proposal submitted for the award. The VVTA

Contracting Officer, or designee, shall serve as Facilitator of the Evaluation Committee.

- f. Proposals that have been determined not to be in the competitive range and cannot be reasonably made to be within the competitive range, will be notified in writing, as they are no longer under consideration.

4. QUALIFICATION REQUIREMENTS

- a. The Proposers, whose proposals have been determined by the evaluation process to be in the competitive range, will be notified and scheduled to meet with VVTA for further discussions, clarifications, and negotiations. Any proposal deviations submitted by the Proposer will be discussed as part of the negotiations process. However, VVTA at its discretion may, in its best interest, reject any and all such conditions, exceptions, and deviations. Any proposal which fails to comply with the VVTA instructions and requirements listed in the solicitation documents shall be deemed non-responsive and their proposal shall be rejected.
- b. As part of the negotiation process, VVTA reserves the right to contact other parties with whom the Proposer has experience with this type of request, and other relevant references which the Proposer has listed.
- c. At the conclusion of the discussion and negotiation processes, each of the Proposers still determined by VVTA to be within the competitive range will be afforded the opportunity to submit a revised proposal with a clear understanding that VVTA will then choose that proposal, which it finds to be most advantageous based upon the evaluation criteria and final scoring. The results of the evaluations and the selection of a proposal for any award will be documented in a report to the final acquisition approval authority within VVTA.

5. PROPOSAL EVALUATION CRITERIA AND SCORING

- a. Listed below is the point scale system by which proposals from responsible Proposers will be evaluated and ranked for the purpose of determining any competitive range and to make any selection of a proposal for a potential award.

<u>EVALUATION CRITERIA</u>	<u>MAXIMUM POINTS</u>
RESPONSIVENESS – All documents have been received as requested, prior to the due date.	PASS/FAIL
RESPONSIBILITY – All requested documents including the required signatures and, if needed, required notary review, signature, and stamp. All financial documents received represent that the Proposer has the financial capacity to perform this project.	PASS/FAIL
<u>1. KNOWLEDGE, EXPERIENCE PROJECT MGMT:</u> Proposer's experience with similar projects as explained in Attachment A – SCOPE OF WORK	35
<u>2. PROJECT PLANNING AND APPROACH:</u>	

Demonstrates understanding of the work to be done.	40
<u>3. SYSTEM DEVELOPMENT, TEST PLAN, IMPLEMENTATION:</u> Demonstrates understanding of the work to be done.	35
<u>4. MAINTENANCE PLAN:</u> Demonstrates understanding of the work to be done.	40
<u>5. PRICE PROPOSAL</u>	45

TOTAL POSSIBLE POINTS

195

- b. The points factor will be made up of two components. Technical scores up to one hundred fifty (150) base technical points; and Price forty-five (45) Base Price points. The maximum 195 base points available will be awarded to the Proposer with the highest Technical and price score, combined.
- c. Price points will be calculated by subtracting the proposal price offered from the lowest price. Then the percentage of the score points are calculated by dividing the difference of the price by the lowest cost. Then multiply the variable by the total points scored. To determine the cost score, the variable is then added to the total possible points (45). Example:

\$100,000.00	\$150,000.00	\$175,000.00
Max Points = 45	-50,000.00	-75,000.00
	-50%	-75%
	-22.50	-33.75
Total Points	22.50	11.25

The Price Proposals and References will be evaluated by the RFP Facilitator.

- d. The balance of the evaluation criteria will be scored on the evaluator's assessment in the areas described in the Table above, based on the following system:

Exceptional: Fully compliant with the solicitation requirements and with desirable strengths or betterments; no errors, omissions, discrepancies, weakness, or potential risks. Proposals judged to fall within these parameters will receive 90 to 100% of the points available for the category.

Good to Superior: Compliant with requirements of the solicitation; some minor errors, omissions, discrepancies, weakness, or risks. Proposals in this range will receive 80 to 89% of the points available for the category.

Adequate: Minimally compliant with solicitation requirement; with errors, omissions, discrepancies, weakness, or risks; which may be possible to correct and make acceptable. Proposals in this range will receive 70 to 79% of the points available for the category.

Poor to Deficient: Non-compliant with solicitation requirements; contains errors, omissions, discrepancies, weaknesses, or risks which would be difficult to correct or make acceptable. Proposals in this range will receive 60 to 69% of the points available for the category.

Unacceptable: Totally deficient and non-compliant with requirements; contains major non-correctable errors, omissions, discrepancies, weaknesses, or risks. Proposals in this range will receive 0 to 59% of the points available for the category.

There is the possibility of an extra 20 points for those proposers whose scores are within the competitive range and are asked to present an oral presentation. Each proposer's final score will be an average score based on the scores given by the evaluation committee.

6. EVALUATION PROCEDURES

- a. All aspects of the evaluations of the proposals and any discussions and/or negotiations, including documentation, correspondence, and meetings, will be kept confidential during the evaluation and negotiation process.
- b. Proposals will be analyzed for conformance with the instructions and requirements of the RFP and Contract documents. Any proposal which fails to comply with the VVTA instructions and requirements listed in the solicitation documents shall be deemed non-responsive and their proposal shall be rejected. Proposers are advised that the detailed evaluation forms and procedures will follow the same proposal format and organization specified in Section J. Therefore, Proposer shall pay close attention to and strictly follow all instructions and requirements. Submittal of a proposal means that the Proposer has accepted all of the Contract documents, except such conditions, exceptions, reservations, or understandings explicitly, fully, and separately stated on the forms and according to the instructions of "Form for Proposal Deviation" (Attachment E). Any such conditions, exceptions, reservations or understanding which do not result in the rejection of the proposal are subject to evaluation under the criteria of "Proposal Evaluation Criteria" (Section Y.5.)
- c. Evaluations will be made in strict accordance with all of the evaluation criteria and procedures specified in "Proposal Selection Process" (Section Y.3.) above. VVTA shall select for any award the highest ranked proposal from a responsible Proposer, qualified under "Qualification Requirements" (Section Y.4.), which does not render this procurement financially infeasible and is judged to be most advantageous to VVTA based on consideration of the evaluation "Proposal Evaluation Criteria" (Y.5.).

7. QUALIFICATION OF RESPONSIBLE PROPOSERS

Proposals will be evaluated in accordance with requirements of "Qualification

Requirements” (Section Y.4.) to determine the responsibility of Proposers. Any proposals from Proposers whom VVTA finds not to be responsible and finds cannot be made to be responsible may **not** be considered for the competitive range. Final determination of a Proposer’s responsibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by VVTA, and information resulting from Agency inquiry of Proposer’s references, and its own knowledge of the Proposer.

8. DETAILED EVALUATION OF PROPOSALS AND DETERMINATION OF COMPETITIVE RANGE

- a. Each proposal will be evaluated in accordance with the requirements and criteria specified in “Proposal Selection Process” (Section Y.3.)
- b. The following are the minimum requirements that must be met for a proposal to be considered responsive for inclusion in the competitive range. All of these requirements must be met; therefore, they are not listed in any particular order of importance. Any proposal that VVTA finds not to meet these requirements and that cannot be remedied as part of the negotiation process will be determined to be non-responsive and will not be included in the competitive range. The minimum requirements are as follows:
 - i. Proposer is initially evaluated as responsible in accordance with the requirements of “Qualification Requirements” (Section Y.4.) Final determination of responsibility will be made through the evaluation process.
 - ii. Proposer has demonstrated its responsiveness by following the instructions of the RFP and including sufficient detailed information, such that the proposal can be evaluated. Any informalities in regard shall be determined by VVTA to be either a defect and non- responsive or an informality that VVTA will waive in accordance with “Acceptance/Rejection of Proposals” (Section S.)
 - iii. Proposal price would not render this procurement financially infeasible, or it is reasonable that such proposal price might be reduced to render the procurement financially feasible.
- c. VVTA will document its evaluations in accordance with the criteria and procedures of “Proposal Selection Process” (Y.3.). Any proposal deficiencies which may render a proposal non-responsive and non-responsive will be documented. VVTA will make specific notes of questions, issues, concerns, and areas requiring clarification by Proposers and to be discussed through any contact with Proposers, which VVTA finds to be within the competitive range. Rankings and spreads of the proposals against the evaluation criteria will then be made by VVTA as a means of judging the overall relative spread between proposals and of determining which proposals are within the competitive range or may be reasonably made to be within the competitive range.

9. PROPOSALS NOT WITHIN THE COMPETITIVE RANGE

Proposers of any proposals that have been determined by VVTA as not in the

competitive range will be notified in writing, including the shortcomings of their proposals.

10. DISCUSSIONS WITH PROPOSERS IN THE COMPETITIVE RANGE

- a. The Proposers, whose proposals are found by VVTA to be within the competitive range, will be notified and any questions and/or requests for clarifications provided to them in writing. Each such Proposer may be contacted with VVTA to discuss answers to written or oral questions, clarifications, and any facet of its proposal.
- b. In the event that a proposal, which has been included in the competitive range, contains conditions, exceptions, reservations, or understandings to any Contract requirements as provided in "Form for Proposal Deviation" (Attachment E), said conditions, exceptions, reservations, or understandings may be negotiated during contract negotiations. However, VVTA shall have the right to reject any and all such conditions and/or exceptions, which fail to comply with the VVTA instructions and requirements listed in the solicitation documents may be deemed non-responsive and their proposal to be outside the competitive range and rejected.
- c. No information, financial or otherwise, will be provided to any Proposer about any of the proposals from other Proposers. Proposers will not be given a specific price or specific financial requirements they must meet to gain further consideration, except that proposed prices may be considered to be too high with respect to the marketplace or unacceptable. Proposers will not be told of their rankings among the other Proposers.
- d. **Site Visits.** At its sole discretion, VVTA reserves the right to conduct site visits to inspect other transit systems which the Proposer has supplied, including representative examples of the equipment and installation provided similar to the scope of this RFP.
- e. **Best Offers.** VVTA expects that all responsible and responsive Proposers shall submit their Best Offer upon initial submission in response to this solicitation.
- f. **VVTA reserves the right to make an award to a Proposer whose proposal it judges to be most advantageous to VVTA based upon the evaluation criteria, without conducting any written or oral discussions with any Proposers or solicitation of any BAFO.**

**** End of Instructions to Proposers ****

RFP 2025-05
APC CERTIFICATION AND DATA ANALYSIS DASHBOARD
ATTACHMENT A – SCOPE OF WORK

A. SCOPE OF SERVICES

VVTA is requesting proposals for APC certification services and dashboard software to enhance the agency's ability to report passenger data, and to assess trends in ridership and passenger demand.

VVTA currently utilizes IRIS APC's installed on the VVTA fixed-route bus fleet for APC ridership data collection

Key outcomes/goals for this project include:

- APC certification

Produce ridership data of sufficient accuracy to satisfy FTA reporting requirements to the National Transit Database (NTD), and relieve administrative workload associated with manually conducting passenger counts.

- Ridership Data Analysis Dashboard

Generate accurate, timely stop-level on/off ridership data reporting for each route by day of the week for better informed transit planning activities.

B. APC Certification

Benchmarking Plan

The Contractor will conduct a side-by-side comparison of manual passenger counts and APC counts for a specified sample of trips to assess the accuracy of the APC system. A minimum of 50 ridership checks will be reviewed which will include Weekday, Saturday, and Sunday bus trips. The difference between the manual passenger counts and APC counts for passenger boardings and passenger miles should be within a range of 5%. Ridership samples do not need to be drawn randomly but should be representative of the VVTA bus system. Distances between stops (e.g., interstop distances) used to calculate Passenger Miles Traveled (PMT) will be employed in both the manual and APC trips, with interstop distances provided by VVTA.

Business Rules and Data Cleaning

The Contractor will apply business rules to the raw APC data in an attempt to balance the advantages of a very large quantity of data generated by the APC system with the need for valid and defensible information. Business rules to be applied by the Contractor should include the following, with a detailed description of the methodology used:

- Data Cleaning and Data Discards at the Block Level
- Data Cleaning and Data Discards at the Trip Level
- Passenger Load Adjustments at the Beginning or End of a Trip

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APC CERTIFICATION AND DATA ANALYSIS DASHBOARD
ATTACHMENT A – SCOPE OF WORK

A Data Discard Report will be provided for any APC data rejected with a summary of the reasons for data rejection.

Sampling Plan Validation

The Contractor will assess and describe VVTA's current NTD sampling plan methodology and the results of the most recent annual ridership and PMT data submitted to NTD and will provide a comparison to the data produced using the proposed APC methodology. The difference between the manual passenger counts and APC counts for passenger boardings and passenger miles should be within a range of 5%. The Contractor should provide an explanation for differences between data using the current and new methodology (i.e., sampling error, random sampling estimation), and shall conduct and present an analysis of statistical accuracy.

APC Maintenance Plan

The Contractor shall provide VVTA with an APC maintenance plan as required by NTD. The Maintenance Plan requires that the APC benchmarking process be repeated every third year using the same process as the original benchmarking plan. The Maintenance Plan should also include procedures for the annual testing and calibration of APC equipment.

Certification

The Contractor shall engage the services of a qualified statistician to review the APC benchmarking plan and certify the results for submission to NTD.

Deliverables:

- Analysis of Statistical Accuracy
- Data Discard Report
- APC Maintenance Plan
- NTD Certification Report

C. APC Data Analysis Dashboard

The Contractor shall develop an APC data analysis dashboard for reporting of all integrated data from the APC system. This dashboard will utilize ridership data derived by the APC system to format passenger count data and to provide enhanced reporting capabilities.

The APC data analysis dashboard shall provide a comprehensive set of printed and graphical ridership reports, and the ability for interactive data mapping that include:

- Ridership activity by route, trip, vehicle, operator, and operating division

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APC CERTIFICATION AND DATA ANALYSIS DASHBOARD
ATTACHMENT A – SCOPE OF WORK

- Boardings/Alightings by time of day that is provided systemwide, by route, route segment, trip, bus stop, and direction
- Boardings/Alightings by location, route, trip, and direction
- Boardings/Alightings by time of day, route, route segment, trip, bus stop, direction, and systemwide
- Operating statistics by route, trip, direction, vehicle, and operating division
- Level of service – passenger loads by stop
- Ridership profile by service hours (time-of-day) and service day (weekend, weekday, holiday)
- National Transit Database reporting (e.g., passenger mile statistical reporting)
- Maximum Load Point by route and trip
- Dwell time
- Running time by trip and trip direction
- Key Performance Indicator statistics including boardings per revenue hour, boardings per revenue mile, passenger miles per seat mile, average trip length, average trip time.
- Number of APC surveys conducted by route per day, month, and year
- Survey coverage (% of scheduled trips surveyed)
- Bus stop utilization
- On-time performance by route, trip, direction, and stop

Software requirements include the following:

- Collection of ridership and schedule adherence data
- Next-day reporting
- Data analysis
- Generation of reports, both canned and customized
- Perform demand forecasts
- Cleaning of incoming APC data
- Wireless, automated data capture of all passenger count information. (i.e., no manual process for retrieving data from vehicles)
- Data validation and normalization against the operating schedule
- Incorporation of temporary routing detours, as needed, into reporting
- Passenger load balancing in accordance with NTD approved methods
- Provision of all relevant NTD reports (i.e., NTD Form S-10 information, Passenger Miles Traveled)
- Provision of data for use in scheduling and planning activities
- Integration with Synchomatics
- Integration with IRIS APC's

The system shall provide ridership analysis results in both tabular and graphical (charts and/or maps) formats.

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APC CERTIFICATION AND DATA ANALYSIS DASHBOARD
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The APC reporting system shall correlate raw data to scheduled trips and known stops, both of which are defined by VVTA. In instances where the APC system is unable to correlate a location to a known stop, it shall record the ridership information as an uncorrelated (unknown stop). The APC reporting system shall produce reports on the unknown stops. No boardings and alightings on any trip that passed validation/cleansing shall be lost or discarded.

The APC reporting system shall provide an open data system, so that filtered data selectable by VVTA can be exported to common file formats, such as Access, Excel, GIS, Google Earth, and text files.

The reporting solution shall satisfy NTD reporting requirements for ridership and passenger miles.

The Contractor shall notate the data retention capabilities of the reporting system. A retention period of no less than two (2) years is preferred.

A Reporting Manual shall be provided to VVTA which will include graphical depictions and written descriptions of all functions required for developing all types of standard and custom reports.

D. TRAINING

The Contractor shall provide software training and manuals for VVTA staff as needed in the implementation of the APC data analysis dashboard. This shall include a list, description, and step-by-step written instructions for users on how to use the system, to generate canned reports from the system, etc. The Contractor shall work with VVTA to determine the most effective method of training on the software as well as the most cost-effective method for training requisite users. Training may be conducted in-person at the VVTA Hesperia facility and/or remotely, at VVTA's discretion. The Contractor shall provide a breakdown of training hours and cost in the Contractor's cost proposal form.

E. PROJECT MANAGEMENT

Project management will be a continuous and key responsibility of the Contractor. VVTA will designate a project manager to coordinate all of VVTA's project activities. All communication between VVTA and the Contractor shall be coordinated through their respective Project Managers. In the area of project management, the Contractor shall:

1. Maintain and update the work plan as approved by VVTA's Project Manager.
2. Coordinate project resources and work so that milestones are met in an efficient manner.

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APC CERTIFICATION AND DATA ANALYSIS DASHBOARD
ATTACHMENT A – SCOPE OF WORK

3. Coordinate all required deliverables, including installation and configuration of software and hardware, documentation, and training, as required by the contract.

F. MAINTENANCE AND TECHNICAL SUPPORT

The Contractor shall provide ongoing technical support for the APC data analysis dashboard. The Contractor shall indicate the level of technical support and ongoing monitoring that will be provided in order to ensure the system is functioning properly. Software upgrades should be provided without additional charge as soon as they are available.

Technical support could include but is not limited to:

1. Application and User Support
 - Phone and email responses to software failures or questions within 24 hours.
 - Assistance with questions related to use of approved software configuration and software version.
 - Availability of experts to confer on software new release installation and fixes to newly identified bugs.
 - Software upgrades.
 - System maintenance
2. Hardware Support
 - Troubleshooting hardware or network failure.
 - Availability of hardware experts to support VVTA's network engineers charged with maintenance, upgrade or replacement tasks.
 - Assistance with technical recommendations focused on improving system performance.

RFP 2025-05 APC CERTIFICATION AND DASHBOARD SOFTWARE ATTACHMENT C – SAMPLE CONTRACT

THIS CONTRACT is made and entered into this _ day of _____ 2025, by and between the **VICTOR VALLEY TRANSIT AUTHORITY**, a Joint Powers authority, created pursuant to the laws of the State of California (“VVTA” OR “Agency”) and (“CONTRACTOR”).

RECITALS

WHEREAS VVTA circulated and distributed a Request for Proposal (“RFP”) from qualified firms to provide Automatic Passenger Count (APC) Certification and Dashboard Software, a copy which is attached herein as Exhibit 1 (RFP); and

WHEREAS, CONTRACTOR submitted a proposal to provide the required services per the Scope of Work described in the RFP, a copy which is attached herein as Exhibit 2: and

WHEREAS, CONTRACTOR has represented and warrants to VVTA that it has the necessary training, experience, expertise, physical manufacturing capacity and staff competency to provide the services, goods and materials that are described in this Contract, at a cost to VVTA as herein specified and that it will be able to perform the herein described services for VVTA by virtue of its current resources and specialized knowledge of relevant data, issues, and conditions: and

WHEREAS CONTRACTOR represents and warrants that neither CONTRACTOR, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS CONTRACTOR further represents and warrants that no conditions or events now exist which give rise to CONTRACTOR, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS CONTRACTOR understands that VVTA is relying upon these representations in entering this Contract.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, VVTA and CONTRACTOR hereby agree as follows:

1. SCOPE OF WORK

- A. CONTRACTOR will perform the Work and related tasks as described in Attachment A, Scope of Work (Exhibit 2) hereto and is incorporated by reference into and made a part of this Contract.
- B. This is a non-exclusive Contract, whereby VVTA may, at its sole discretion, augment or supplant the Work with its own forces or forces of another contractor or entity. CONTRACTOR will cooperate fully with VVTA’s staff or other contractor or entity that may be providing similar or the same Work for VVTA.

RFP 2025-05 APC CERTIFICATION AND DASHBOARD SOFTWARE ATTACHMENT C – SAMPLE CONTRACT

2. CONTRACT DOCUMENTS

The complete Contract between the parties shall consist of the following component parts:

- A. Exhibit 1 – RFP 2025-05 AUTOMATIC PASSENGER COUNT CERTIFICATION AND DASHBOARD SOFTWARE, including Addenda and all Attachments:
- B. Exhibit 2 – RFP SCOPE OF WORK
- C. Exhibit 3 – CONTRACTOR's PROPOSAL Submission dated _____
- D. Exhibit 4 – CONTRACTOR's Proof of Insurance dated _____
- E. Exhibit 5 – CONTRACTOR's Price Proposal : _____
- F. Exhibit 6 – Completed, signed, and notarized (if applicable) forms as required by the Solicitation

All the Exhibits mentioned in this Contract are attached and are herein incorporated. This Contract and the other Exhibits mentioned constitute the entire Contractual Contract between the parties. In the event of any conflict between any of the provisions of this Contract and Exhibits, the provision that requires the highest level of performance from CONTRACTOR for VVTA's benefit shall prevail.

In the event of any conflict between the final contract and the provisions included in the attachments, the negotiated terms of the final contract shall prevail.

3. PERIOD OF PERFORMANCE

This Contract shall commence on the _____ and shall continue in full force and effect until _____, unless earlier terminated or extended as provided in this Contract.

4. TOTAL CONSIDERATION

- A. In accordance with the terms and conditions of this Contract, VVTA shall pay CONTRACTOR for its obligations under this Contract. VVTA shall pay CONTRACTOR on a FIXED PRICE basis at the fully burdened fixed rates stated herein in accordance with the provisions of this Section, and subject to the maximum cumulative payment obligation
RATES
- B. VVTA's maximum cumulative payment obligation under this Agreement shall not exceed _____ (\$_____), including all amounts payable to CONTRACTOR for all costs, including but not limited to direct labor, other direct costs, subcontracts, indirect costs including, but not limited to, leases, materials, taxes, insurance, and profit.

5. INVOICING AND PAYMENT

- A. CONTRACTOR shall invoice VVTA on a monthly basis, during the course of the contract. The CONTRACTOR shall furnish information as may be requested by VVTA to substantiate the validity of an invoice.

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The CONTRACTOR shall submit invoices to:
VICTOR VALLEY TRANSIT AUTHORITY
ATTN: ACCOUNTS PAYABLE
17150 SMOKE TREE STREET
HESPERIA, CA 92345-8305
finance@vvta.org

Each invoice shall include, at a minimum, the following information:

- Contract number/Purchase Order number
- Invoice number
- Description of service
- Milestones completed
- Unit Price, extended price, and applicable taxes
- Information as requested by VVTA

- B. VVTA shall remit payment within Thirty (30) calendar days of approval of the invoices by VVTA Senior Staff. VVTA does encourage the CONTRACTOR to accept discount terms of 2% 10, net 30, in the event the CONTRACTOR needs expedited terms.

6. AUDIT AND INSPECTION OF RECORDS

In accordance with 49 C.F.R. § 18.36(i), 49 C.F.R. § 19.48(d), and 49 U.S.C. § 5325(a), provided VVTA is the FTA Recipient or a sub-grantee of the FTA Recipient, the Contractor agrees to provide VVTA, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department of Transportation, or any of their duly authorized representatives access to any books documents, papers, and records of the Contractor which are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts, and transcriptions and (2) when conducting an audit and inspection.

- A. In the event of a **sole source Contract, or single Offer, single responsive Offer, or competitive negotiated procurement**, the Contractor shall maintain and VVTA, the U.S. Department of Transportation (*if applicable*), or the representatives thereof, shall have the right to examine all books, records, documents, and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of Contract shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.

- B. **For Contract Amendments**, the VVTA, the U.S. Department of Transportation

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(if applicable), or their representatives shall have the right to examine all books, records, documents, and other cost and pricing data related to a Contract Amendment, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract Amendment shall be made available for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract Amendment for the purpose of conducting a cost analysis. If an examination made after execution of the Contract Amendment reveals inaccurate, incomplete, or out-of-date data, the VVTA may renegotiate the Contract Amendment and VVTA shall be entitled to any reductions in the price that would result from the application of accurate, complete, or up-to-date data.

7. NOTIFICATION

All notices hereunder concerning this Contract and the Work to be performed shall be physically transmitted by courier, overnight, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

To VVTA:
Attn: Procurement Manager
17150 Smoke Tree Street
Hesperia, CA 92345-8305

To CONTRACTOR:
Attn:

8. VVTA AND CONTRACTOR'S REPRESENTATIVES

A. VVTA

The VVTA Board of Directors has delegated authority to VVTA's Chief Executive Officer (CEO) to execute contracts on behalf of VVTA. Except as expressly specified in this Contract, the CEO may exercise any powers, rights and /or privileges that have been lawfully delegated by VVTA. Nothing in this Contract should be construed to bind VVTA for acts of its officers, employees, and/or agents that exceed the delegation of authority specified herein. The CEO or his/her designee is empowered to:

1. Have general oversight of the Work and this Contract, including the power to enforce compliance with this Contract.
2. Reserve the right to remove any portion of the Work from CONTRACTOR which have not been performed to VVTA's satisfaction.
3. Subject to the review and acceptance by VVTA, negotiate with CONTRACTOR all adjustments pertaining to this Contract for revision.

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4. In addition to the foregoing, the CEO shall have those rights and powers expressly set forth in other sections of this Contract.

B. Contractor's Key Personnel

The following are CONTRACTOR's key personnel and their associated roles in the Work to be provided:

Name

Role

Any substitution or replacement by Contractor of Contractor's key personnel shall ensure that such person possesses the same or better expertise and experience than the key personnel being substituted or replaced. VVTA reserves the right to interview such people to ascertain and verify if such proposed substitution or replacement does indeed possess such expertise and experience.

VVTA awarded this Contract to CONTRACTOR based on VVTA's confidence and reliance on the expertise of CONTRACTOR's key personnel described above. CONTRACTOR shall not reassign key personnel or assign other personnel to key personnel roles until CONTRACTOR obtains prior written approval from VVTA.

9. TERMINATION OF CONTRACT

A. TERMINATION FOR CONVENIENCE

1. The performance of Work under this Contract may be terminated for in whole, or from time to time in part, by VVTA for the convenience of VVTA whenever VVTA determines that such termination for convenience is in the best interest of VVTA and the other procuring agencies. Any such termination for convenience shall be executed by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination for Convenience, and except as otherwise directed by VVTA, the Contractor must:
 - (a) Stop the Work under the Contract on the date and to the extent specified in the Notice of Termination for Convenience.
 - (b) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
 - (c) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated as set out in the Notice of Termination for convenience.
 - (d) Assign to VVTA in the manner, at the times, and to the extent directed by VVTA, all the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case

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VVTA shall have the right, in its discretion, to settle or pay and or all claims arising out of the termination of such orders and subcontracts.

- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of VVTA, to the extent he/she may require, which approval or ratification shall be final for all the purposes of this Section.
 - (f) Transfer title to VVTA and deliver in the manner, at the times, and to the extent, if any, directed by VVTA the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to VVTA.
 - (g) Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination for Convenience; and
 - (h) Take such action as may be necessary, or as VVTA may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which VVTA has or may acquire an interest.
2. After receipt of a Notice of Termination for Convenience, the Contractor shall submit to VVTA its termination claim, in the form and with certification prescribed by VVTA. Such a claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by VVTA, upon request of the Contractor made in writing within such six months period or authorized extension thereof. However, if VVTA determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such six months period or any extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, VVTA may determine, based on information available, the amount, if any, due the Contractor by reason of the termination and will thereupon pay the Contractor the amount so determined.
3. Subject to the provisions of subsection 2 above, the Contractor and VVTA may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination or work pursuant to this Section, which amount or amounts may include an

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allowance for profit on work done; provided that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract Consideration as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract will be amended accordingly, and the Contractor will be paid the agreed amount.

4. In the event of failure of the Contractor and VVTA to agree, as provided in subsection 3, upon the amount to be paid the Contractor by reason of the termination of Work pursuant to this Section, VVTA will pay the Contractor the amounts determined by VVTA as follows, but without duplication of any amounts agreed in accordance with subsection:

With respect to Contract Work performed prior to the effective date of the Notice Termination, the total (without duplication of any items) of:

- (a) The costs of such Work.
- (b) The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in subsection 1(e) above, exclusive of the amounts paid or payable on account of supplies or material delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of Work under this Contract, which amounts shall be included in the costs on account of which payment is made under 2 above.
- (c) A sum, as profit on 4(a) above, determined by VVTA to be fair and reasonable; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subsection 4(c) and an appropriate adjustment shall be made by reducing the amount of the settlement to reflect the indicated rate of loss; and
- (d) The reasonable cost of preservation and protection of property incurred pursuant to subsection A (9) and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of Work under this Contract.

5. The total sum to be paid to the Contractor under subsection 4 will not exceed the total Contract Consideration as reduced by the number of payments otherwise made and as further reduced by the Contract price of

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Work not terminated. Except for normal spoilage, and except to the extent that VVTA will have otherwise expressly assumed the risk of loss, there will be excluded from the amounts payable to the Contractor under subsection 4 the fair value, as determined by the VVTA, of property, which is destroyed, lost, stolen, or damaged so as to become undeliverable to VVTA, or to a purchaser pursuant to subsection 1 (g) of this Section.

6. In arriving at the amount due the Contractor under this Section, there will be deducted:
 - (a) The amount of any claim which VVTA has against the Contractor in connection with the Contract; and
 - (b) The agreed price for, or the proceeds of sale of materials, supplies, or other items acquired by the Contractor or sold, pursuant to the provision of this Section, and not otherwise recovered by or credited to VVTA.
7. If the termination for convenience hereunder is partial, prior to the settlement of the terminated portion of the Contract, the Contractor may file with VVTA a written request for an adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the Notice of Termination), and such adjustment as may be agreed will be made in the price or prices.
8. VVTA may from time to time, at its sole discretion and under terms and conditions it may prescribe, make partial payments and payments on account against cost incurred by the Contractor in connection with the terminated portion of the Contract whenever, in the opinion of VVTA, the aggregate of payments does not exceed the amount to which the Contractor will be entitled hereunder. If the total of the payments is in excess of the amount finally agreed or determined to be due under this Section, the excess shall be paid by the Contractor to VVTA upon demand, together with interest at the rate of 10 percent per annum or the maximum rate permitted by applicable law, whichever is less, for the period from the date the excess payment is received by the Contractor to the date on which the excess payment is repaid to VVTA.
9. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to VVTA at all reasonable times at the office of the Contractor but without direct charge to VVTA, all its books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work terminated

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hereunder, or to the extent approved by VVTA, photographs, microphotographs, or other authentic reproductions thereof.

10. The Contractor shall insert in all subcontracts that the Subcontractor or Supplier shall stop work on the date of and to the extent specified in a Notice of Termination from VVTA and shall require that any tier subcontractor to insert the same provision in any tier subcontract.
11. The Contractor shall communicate immediately upon receipt thereof, any Notice of Termination issued by VVTA to the affected Subcontractors and Suppliers of any tier.
12. Under no circumstances is the Contractor entitled to anticipatory, unearned profits or consequential damages as a result of a termination or partial termination under this Section. The payment to the Contractor determined in accordance with this Section constitutes exclusive remedy for a termination hereunder.
13. Anything contained in the Contract to the contrary notwithstanding, a termination under this Section shall not waive any right or claim to damages which VVTA may have and VVTA may pursue any course of action it may have under the Contract.

B. TERMINATION FOR CAUSE

(1) By written Notice of Termination for Cause to the Contractor, VVTA and the other procuring agencies may cancel the whole or any part of the Contract in any one of the following circumstances:

- (a) If the Contractor fails to perform the Work within the time specified or any extension thereof.
- (b) If the Contractor fails to perform any of the provisions of the Contract, or so fails to make progress so as to endanger performance of the Contract in accordance with its terms, and in either of these two later circumstances, does not cure such failure within a period of the 10) calendar days (or such additional time as may be specified in the notice) after VVTA gives notice to Contractor of the failure.
- (c) The Contractor or Subcontractor or Supplier has violated an authorized order or requirement of VVTA.
- (d) Abandonment of the Contract;
- (e) Assignment of subcontracting of the Contract or any Work under the Contract without approval by VVTA;

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- (f) Bankruptcy or appointment of a receiver for the Contractor's property;
 - (g) Performance by the Contractor in bad faith;
 - (h) Contractor allowing any final judgment to stand (unsatisfied) for a period of 48 hours (excluding weekends and legal holiday(s);
 - (i) Material failure to comply with the law, ordinance, rule, regulation, or order of a legal authority applicable to the Contract, the Work, the Contractor, or the goods; or
- (2) The Contractor shall be provided a period of ten (10) days to cure such failure (or such longer period as VVTA may authorize in writing) after receipt of notice from VVTA specifying such failure.
- (3) In the event the Contractor does not cure the breach to the satisfaction of VVTA within the time period specified by VVTA, VVTA will send the Contractor a written notice of failure to cure the breach. Upon receipt of such written notice from VVTA, Contractor shall:
- (a) Stop Work on the date of, and to the extent specified in, the Notice of Termination for Cause;
 - (b) Place no further orders or subcontracts for materials, equipment, services, or facilities, except that which is necessary to complete the portion of the Work which is expressly not cancelled under the Notice of Termination for Cause;
 - (c) Cancel all orders or subcontracts to the extent that they relate to the performance of Work cancelled under the Notice of Termination; and
 - (d) Comply with all other requirements of VVTA specified in the Notice of Termination for Cause.
- (4) If the Contract is cancelled as provided in this Section, VVTA may require Contractor to transfer title and deliver to VVTA, as directed by VVTA, the following:
- (a) Any completed supplies or equipment furnished by VVTA; and
 - (b) Such partially completed supplies and materials, installations, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") that the Contractor has specifically produced or acquired for the cancelled portion of this Contract. The Contractor shall also protect and preserve property in its possession in which VVTA has an

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interest at the Contractor's sole expense.

- (5) Upon VVTA's Termination of the Contractor's right to proceed with the Work because of the Contractor's default under the Contract, VVTA will have the right to complete the Work by whatever means and method it deems advisable. VVTA will not be required to obtain the lowest prices for completing the Work but shall make such expenditures as, in VVTA's sole judgment, best accomplish such completion.
- (6) The expense of completing the Work, together with a reasonable charge for engineering, managerial and administrative services, as certified by the Lead Procuring Agency, will be charged, and will be deducted by VVTA out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is in excess of the sum which otherwise would have been payable to the Contractor under the Contract, then the Contractor or its surety shall promptly pay the amount of such excess to VVTA upon notice of the excess so due. VVTA may, in its sole discretion, withhold all or any part of any progress payments otherwise due the Contractor until completion and final settlement of the Work covered by the Notice of Termination of Contractor's right to proceed.
- (7) Contractor shall insert in all subcontracts that the Subcontractor or Supplier will stop work on the date of or to the extent specified in a Notice of Termination for Cause from VVTA and shall require the Subcontractors and Suppliers to insert the same provision in any of their subcontracts.
- (8) The Contractor shall immediately upon receipt communicate any Notice of Termination for Cause issued by VVTA to the affected Subcontractors and Suppliers at any tier.
- (9) The Surety on the Contractor's Performance Bond provided for in this Contract shall not be entitled to take over the Contractor's performance of Work in case of termination under this Section, except with the prior written consent of VVTA.
- (10) The Contractor shall not be liable for any costs in excess of the total Contract Consideration if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor and/or Supplier and such default arises out of causes beyond the control of and without the fault or negligence of either the Contractor or the Subcontractor and/or Supplier, and if the Supplies or Services to be furnished by the Subcontractor or Supplier were not obtainable from other sources in sufficient time to permit the Contractor to meet the required Delivery Schedule, the Contractor shall not be liable for any costs in excess of the total Contract Consideration to complete the Work.

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- (11) If, after issuance of the Notice of Termination of this Contract, it is determined for any reason that the Contractor was not in breach, or that the breach was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Termination for Convenience Section, and the Contractor shall be reimbursed for costs incurred under the terms of that Section.

10. ASSIGNMENT

This Contract, any interest herein or claim hereunder, may not be assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of this Contract be subcontracted by CONTRACTOR – without prior written consent of VVTA. Consent by VVTA shall not be deemed to relieve CONTRACTOR of its obligations to comply fully with all terms and conditions of this Contract.

11. SUBCONTRACTING

VVTA hereby consents to CONTRACTOR's subcontracting of portions of the Work to the parties identified below for the functions described in CONTRACTOR's Bid. CONTRACTOR shall include in each subcontract Contract the stipulation that CONTRACT, not VVTA, is solely responsible for payment to the subcontractor for all amounts owing and that the subcontractor shall have no claim, and shall take no action against VVTA, Member Agencies or officers, directors, employees, or sureties thereof for nonpayment by CONTRACTOR.

Subcontractors' Names and Addresses

Work to be Performed

12. SUCCESSORS AND ASSIGNS

Subject to any provision under this Contract restricting assignment or subcontracting by CONTRACTOR, the provisions of this Contract shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the parties to this Contract.

13. STATUS OF CONTRACTOR

- A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor, and that no relationship of employer-employee exists between VVTA and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall be entitled to any benefits payable to employees of VVTA. CONTRACTOR hereby indemnifies and holds VVTA harmless from any and all claims that may be made against

VVTA, based upon any contention by any third party that an employer-employee relationship exists by reason of this Contract, or any services provided pursuant to this Contract.

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- B. It is further understood and agreed by all the parties hereto that neither the CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any right to act on behalf of VVTA in any capacity whatsoever as an agent or to bind VVTA to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that CONTRACTOR must issue any and all forms required by Federal and State laws for income and employment tax purposes, including, but not limited to W-2 and 941 forms, for all of CONTRACTOR'S assigned personnel.

14. CONTRACTOR'S RESPONSIBILITY

- A. The CONTRACTOR shall be responsible for the Work performed under the terms of this Contract to the extent provided by law. The CONTRACTOR agrees not to disclose information identified by VVTA as proprietary to third parties, unless approved in advance by VVTA or required by law.
- B. VVTA shall not be held liable or responsible for the maintenance and/or safety of the CONTRACTOR's equipment or supplies placed upon VVTA's property in accordance with this Contract. The CONTRACTOR acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies.
- C. Any materials, equipment or work found to be damaged or defective during the period CONTRACTOR is performing the maintenance for the facility pursuant to this Contract shall be repaired, replaced, or corrected by the CONTRACTOR hereunder without additional cost to VVTA, unless such damage is the result of VVTA's gross negligence or willful misconduct.
- D. CONTRACTOR shall pay for all taxes, except for sales, use, transaction, and excise taxes that were legally enacted at the time CONTRACTOR's offer submitted. CONTRACTOR shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of this Contract.

15. GOVERNING LAW

This Contract shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Contract shall be filed and resolved in the Superior Court of the County San Bernardino.

16. TIME OF THE ESSENCE

Time is of the essence in the performance of every term, covenant, condition, and provision of this Contract.

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17. PUBLIC RECORDS ACT

Upon its execution, this Contract (including all Exhibits) shall be subject to disclosure pursuant to the California Public Records Act.

18. INDEMNIFICATION

- A. To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend VVTA and its members, board members, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by VVTA, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or out of performance of this Contract. Contractor's obligations under the preceding sentence shall apply regardless of whether VVTA or any of its members, board members, officers, officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs, or damages caused solely by the gross negligence, or caused by the willful misconduct, of VVTA or any of its members, board members, officers, officials, employees, agents, or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend VVTA and its members, board members, officers, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

- B. If CONTRACTOR has retained legal counsel reasonably acceptable to Agency, CONTRACTOR shall have the sole charge and direction of the defense of the suit, action or proceeding while it is assigned to such counsel. VVTA shall at the request of the CONTRACTOR furnish to the CONTRACTOR all reasonable assistance that may be necessary for the purpose of defending such suit, action or proceeding, and shall be repaid all reasonable costs incurred in doing so. VVTA shall have the right to be represented therein by advisory counsel of its own selection at its own expense.

19. INSURANCE

A. General Requirements for Contractor

- 1) Without limiting or diminishing the Contractor's obligation to indemnify or hold VVTA harmless, Contractor shall procure, prior to commencement of the services required under this contract and maintain for the duration of the contract at its own expense, insurance of the kinds and in the amounts indicated below.

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- 2) Provide VVTA with valid original certificates of insurance and (except regarding Professional Liability and Workers' Compensation) showing VVTA as an additional insured.

B. Deductibles or Self-Insured Retention (SIR)

SIR must be declared to and approved by VVTA. At the option of VVTA, either: the insurer shall reduce or eliminate such deductibles or SIR, or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions

1) Commercial General Liability and Automobile Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder and if Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Contract, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used. Policy shall name VVTA, its officers, officials, employees, agents, and volunteers as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations of the scope of protection afforded by VVTA, its officers, officials, employees, agents, and volunteers.

- a) For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects VVTA, its officers, officials, employees, agents, and volunteers. Any insurance and/or deductibles and/or self-insured retentions or self-insured programs maintained by VVTA, its officers, officials, employees, agents, and volunteers shall be an excess of Contractor's insurance and shall not be construed as contributory.
- b) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c) Contractor shall notify VVTA of any suspension, void, cancellation, or reduction in coverage or in limits, as required by contract, within (30) days of change.

2) Workers' Compensation

If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' compensation Insurance (Coverage

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A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of VVTA and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

D. Acceptability of Insurers

Insurance companies shall be State of California admitted or approved and have a current **A.M. Best's** rating of no less than **A: VIII**.

E. Verification of Coverage

- 1) Contractor shall furnish VVTA with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All insurance certificates and endorsements are to be received and approved by VVTA before work commences.
- 2) As an alternative, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- 3) In lieu of purchasing insurance and providing original endorsements and or certificates of insurance, the Contractor may provide proof of self-insurance; such proof must be to the satisfaction of VVTA.

F. Subcontractors

The contractor shall include all subcontractors as insureds under their policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

G. Notification of Terminated Insurance

Insurance shall not be terminated or expire without thirty (30) days' written notice and are required to be maintained in force until completion of the contract.

H. Endorsements

The following endorsements 1 through 4 are required to be made a part of the Commercial General Liability policy, and Endorsement No.4 is required to be made part of the Workers' Compensation and Employers' Liability policy:

1. "Victor Valley Transit Authority (herein referred to as VVTA), its employees, officers, agents and contractors are hereby added as additional insurers."
2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance VVTA may possess, including any self-insured

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retention VVTA may have, and any other insurance VVTA does possess shall be considered excess insurance only.”

3. “This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.” Coverage specified herein shall apply to acquisition actions of all procuring agencies under this contract.
4. “Thirty (30) days’ prior written notice of Termination shall be given to VVTA in the event of Termination.”

Such notice shall be sent to:
Victor Valley Transit Authority
ATTN: Procurement Manager
17150 Smoke Tree Street
Hesperia, California 92345

I. Proof of Coverage

Copies of all the required Endorsements shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor’s insurance company as evidence of the stipulated coverage. This Proof of Insurance shall then be mailed to:

Victor Valley Transit Authority
ATTN: Procurement Manager
17150 Smoke Tree Street
Hesperia, California 92345

J. Special Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by the VVTA Board, VVTA staff or their insurance consultant(s), are not intended to and shall not in any manner limit or quality the liabilities and obligations otherwise assumed by Contractor pursuant to this Contract, including, but not limited to, the provisions concerning indemnification.
2. VVTA reserves the right to withhold payments to Contractor in the event of material noncompliance with the insurance requirements outlined above.

MINIMUM INSURANCE COVERAGE

- 1) **Commercial General Liability including Products/Completed Operations:** \$2,000,000; per occurrence for bodily and property damage liability and \$4,000,000 aggregate; *VVTA named and endorsed as an Additional Insured.*
- 2) **Automobile Liability:** \$2,000,000; per occurrence for bodily and property damage liability and aggregate; *VVTA named and endorsed as an Additional Insured.*

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- 3) **Workers' Compensation:** statutory limits
- 4) **Employer's Liability:** \$1,000,000; per occurrence.

20. REVISIONS

By written notice or order, VVTA may, from time to time, order work suspension or make changes to this Contract. Changes in the Work shall be mutually agreed to and incorporated into an amendment to this Contract. Upon execution of an amendment, CONTRACTOR shall perform the Work, as amended.

Price Adjustments:

- A. Any change in the contract that causes an increase or decrease in cost to VVTA, or the time required for the performance of the contract, must be approved as prescribed herein. If the change is a request for price escalation by the Contractor, any price escalation or de-escalation must be justified by the contractor using acceptable measures such as the Consumer Price Index (CPI) or other universally accepted measure.
- B. An equitable adjustment in the compensation and schedule will be made upon an approved Change Order.
- C. CONTRACTOR shall be liable for all costs resulting from, or for satisfactorily correcting, any and all unauthorized specification changes not properly ordered by written modification to the contract.
- D. Except as otherwise expressly provided in the Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect at the beginning of the Contract.

Modifications:

Unless specified otherwise in the Contract, this Contract may only be modified by written mutual consent evidenced by signature of representative authorized to enter and modify the Contract. To be effective, amendments may require approval by VVTA's Board of Director, and in all instances require prior signature of an authorized representative of VVTA.

21. RIGHTS IN TECHNICAL DATA

- A. No material or technical data prepared by the CONTRACTOR under this Contract is to be released by CONTRACTOR to any other person or entity except as necessary for the performance of the Work. All press releases or information concerning the Work that might appear in any publication or dissemination, including but not limited to, newspapers, magazines, and electronic media, shall

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first be authorized in writing by VVTA.

- C. The originals of all letters, documents, reports and other products and data produced under this Contract shall become the property of VVTA without restriction or limitation on their use and shall be made available upon request to VVTA at any time. Original copies of such shall be delivered to VVTA upon completion of the Work or termination of the Work. CONTRACTOR shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication of this material is subject to the prior written approval of VVTA. The provisions of this paragraph shall survive termination or expiration of this Contract and/or final payment thereunder.

22. OWNERSHIP OF REPORTS AND DOCUMENTS

The originals of all letters, documents, reports and other products and data produced under this Contract shall be delivered to and become the sole and exclusive property of VVTA. Copies may be made for CONTRACTOR's records but shall not be furnished to others without prior written authorization from VVTA. Such deliverables shall be deemed works made for hire, and all rights in copyright therein shall be retained by VVTA.

23. OWNERSHIP RIGHTS

- A. In the event VVTA rightfully obtains copies of Proprietary Data under the terms of the separate License Agreement and Escrow Agreement that govern rights in Documentation, Software and Intellectual Property created and/or developed by CONTRACTOR, its Third-Party Software Contractors, and its Suppliers as part of the Project, any derivative works

and associated documentation created by and on behalf of VVTA by Permitted Programmers (as defined in the License Agreement) shall be the sole and exclusive property of VVTA (collectively "VVTA Intellectual Property"), and VVTA may use, disclose, and exercise dominion and full rights of ownership, in any manner in VVTA Intellectual Property in connection with the use, operation and maintenance of a transportation system administered by VVTA. No use of VVTA Intellectual Property shall be made for any purpose other than in conjunction with a transportation system administered by CONTRACTOR, and VVTA shall not sell, lease, rent, give away or otherwise disclose any VVTA Intellectual property to any outside third party other than Permitted programmers. To the extent there may be any question of rights of ownership or use in any VVTA Intellectual Property, CONTRACTOR shall require all of its subcontractors and suppliers (including without limitation its Third-Party Software Contractors) to assign to VVTA, all worldwide right, title and interest in and to all VVTA Intellectual Property in a manner consistent with the foregoing terms of this paragraph. CONTRACTOR shall execute any documents as VVTA may from time-to-time reasonable request to effectuate the terms of this paragraph.

- B. All documentation and Software which predates this Contract, and which

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otherwise owned by Contractor or its Third-Party Software Contractors, and all Documentation and Software which is created by CONTRACTOR, or its Third-Party Software Contractors shall be Licensed Software or Licensed Documentation, as appropriate. All Licensed Software and Licensed Documentation shall be governed by the License Agreement by and between the parties of event date herewith.

24. WORK FOR HIRE

Any Work created or produced as a part of this Contract that may be defined under Section 101, Title 17, USC will be considered “work for hire” as it pertains to ownership rights. CONTRACTOR, by his/her endorsement heron agrees that all rights to any work(s) created or produced are waived, and that ownership rests with VVTA. CONTRACTOR further agrees to ensure transfer of all rights to such work(s), as defined under federal copyright law that may be created or produced under this Contract by its suppliers, contractors, or subcontractors.

25. SUBMITTAL OF CLAIMS BY CONTRACTOR

The CONTRACTOR shall file all claims with VVTA in writing within thirty (30) days of the event or occurrence, giving rise to the claim. The claim shall be in sufficient detail to enable VVTA to ascertain the claim’s basis and amount, and shall describe the date, place and other pertinent circumstances of the event or occurrence giving rise to the claim and the indebtedness, obligation, injury, loss, or damages allegedly incurred by the CONTRACTOR.

Even though a claim may be filed and/or in review by VVTA, CONTRACTOR shall continue to perform in accordance with this Contract.

26. EQUAL OPPORTUNITY

CONTRACTOR shall not discriminate against, or grant preferential treatment to, any individual or group, or any employee or applicant for employment because of race, age, religion, color, ethnicity, sex, national origin, ancestry, physical disability, mental disability, political affiliation, sexual orientation, marital status, or other status protected by law. The CONTRACTOR shall take action to ensure that applicants and employees are treated without regard to the above.

27. STANDARD OF PERFORMANCE

- A. CONTRACTOR shall perform and exercise and require its subcontractors to perform and exercise due professional care and competence in this performance of the Work in accordance with the requirements of this Contract. CONTRACTOR shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Work, it being understood that VVTA will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Work. The foregoing obligations and standards shall constitute the “Standard of performance” for purposes of this Contract. The provisions of this paragraph shall survive termination or expiration of this Contract and/or final payment thereunder.
- B. All workers shall have sufficient skill and experience to perform the Work assigned to them. VVTA shall have the right, at its sole discretion to require the

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immediate removal of CONTRACTOR's personnel at any level assigned to the performance of the Work at no additional fee or cost to VVTA, if VVTA considers such removal in its best interests and requests such removal in writing and such request is not done for illegal reasons. Further, an employee who is removed from performing Work under the Contract under this Article shall not be reassigned to perform Work in any other capacity under this Contract without VVTA's prior written approval.

28. NOTIFICATION OF EMPLOYMENT OF VVTA BOARD MEMBERS/ALTERNATES AND EMPLOYEES

To ensure compliance with VVTA's Ethics Policy, CONTRACTOR shall provide written notice to VVTA disclosing the identity of any individual who CONTRACTOR desires to employ or retain under a contract, and who (1) presently serves as a Board Member/Alternate or an employee of VVTA, or (2) SERVED AS A Board Member/Alternate or an employee of VVTA within the previous 12 months of the date of the proposed employment or retention by CONTRACTOR. CONTRACTOR's written notice shall indicate whether the individual will be an officer, principal, or shareholder of the entity and/or will participate in the performance of this Contract.

29. DISQUALIFYING POLITICAL CONTRIBUTIONS

In the event of a proposed amendment to this Contract, CONTRACTOR shall provide prior to the execution of such amendment, with a written statement disclosing any contribution(s) of \$250 or more made by CONTRACTOR or its subcontractor(s) to VVTA Board Members/Alternates or employees within the preceding twelve (12) months of the date of the proposed amendment. Applicable contributions include those made by any agent/person/entity on behalf of CONTRACTOR or subcontractor(s).

30. COMPLIANCE WITH LAW

CONTRACTOR shall familiarize itself with and perform the Work required under this Contract in conformity with requirements and standards of VVTA, municipal and public agencies, public and private utilities, special districts, and railroad agencies whose facilities and work may be affected by Work under this Contract. CONTRACTOR shall also comply with all Federal, State, and local laws and ordinances.

31. COMPLIANCE WITH LOBBYING POLICIES

- A. CONTRACTOR agrees that if it is a Lobbyist Employer or if it has retained a Lobbying Firm or Lobbyist, as such terms are defined by VVTA in its Ethics Policy, it shall comply or ensure that its Lobbying Firm and Lobbyist comply with VVTA's Ethics Policy.
- B. If CONTRACTOR (Lobbyist Employer) or its Lobbying Firm or Lobbyist fails to comply, in whole or in part, with VVTA's Ethics Policy, such failure shall be considered a material breach of this Contract and VVTA shall have the right to immediately terminate or suspend this Contract.

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32. WAIVER/INVALIDITY

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of the provision, or of any other breach of the provision of the Contract. Failure of either party to enforce any provision of this Contract at any time shall not be construed as a waiver of that provision. The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

33. FORCE MAJEURE

Performance of each and all CONTRACTOR's and VVTA's covenants herein shall be subject to such delays as may occur without CONTRACTOR's or VVTA's fault from acts of God, strikes, riots, or from other similar causes beyond CONTRACTOR's or VVTA's control.

34. CONFIDENTIALITY

CONTRACTOR agrees that for and during the entire term of this Contract, any information, data, figures, records, findings, and the like received or generated by CONTRACTOR in the performance of this contract shall be considered and kept as the private and privileged records of VVTA and will not be divulged to any person, firm, corporation, or other entity except on the direct prior written authorization of VVTA. Further, upon expiration or termination of this Contract for any reason, CONTRACTOR agrees that it will continue to treat as private and privileged any information, data, figures, records, findings, and the like, and will not release any such information to any person, firm, corporation, or other entity, either by statement, deposition, or as a witness, except upon direct prior written authority of VVTA.

35. CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. VVTA shall review and approve in writing all VVTA related copy proposed to be used by CONTRACTOR for advertising or public relations purposes prior to publication.

CONTRACTOR shall not allow VVTA related copy to be published in its advertisements and public relations programs prior to receiving such approval. CONTRACTOR shall ensure that all published information is factual and that it does not in any way imply that VVTA endorses CONTRACTOR's firm, service, and/or product.

- B. CONTRACTOR shall refer all inquiries from the news media to VVTA and shall comply with the procedures VVTA's Public Affairs staff regarding statements to the media relating to this Contract or the Work.

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C. If CONTRACTOR receives a complaint from a citizen or the community, CONTRACTOR shall inform VVTA as soon as possible and inform VVTA of any action taken to alleviate the situation.

D. The provision of this Article shall survive the termination or expiration of this Contract.

36. CONFLICT OF INTEREST

A. Prohibited Interests

1. During the term of this Contract, Contractor, its officers, employees, and their immediate families shall not acquire any interest, direct or indirect, that would conflict with the performance of services required to be performed under this Contract.
2. Violation of subparagraph A. (1) is a material breach of this Contract, and Agency shall have the right to debar Contractor from participating at any tier in any Agency contract for a period of up to five (5) years.
3. Contractor shall include a copy of subparagraphs A. (1), and A. (2), of this provision in any Contract it makes with its subcontractors.

B. Covenant

1. Contractor covenants that prior to award of this Contract, Contractor has disclosed

any present interest and any interest existing within twelve (12) months prior to award of this Contract including, without limitation, any business or personal relationship that creates an appearance of a conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Disclosable interests and relationships are those that may reasonably be viewed as creating a potential or actual conflict of interest. Any existing or prospective interest acquired or occurring after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into the Contract by this reference. Violation of this covenant is a material breach of this Contract.
2. In addition, Contractor shall immediately disclose in writing to VVTA and or to the other procuring agencies General Manager and Chief Legal Counsel any interest or relationship described in subparagraph B(1) acquired or occurring during the term of this Contract.
3. Violation of the above disclosure obligations is a material breach of this Contract.

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37. COVENANT AGAINST GRATUITIES

A. Prohibited Conduct

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

B. Covenant

Contractor covenants that prior to award of this Contract, Contractor has disclosed, any gratuity, as described above, that it, its officers, employees, or their immediate families have offered or given to any Agency officer, employee or their immediate families for any reason including personal non-Business-related reasons within the twelve (12) months prior to award of this Contract. Any gratuity offered or given after submission of the initial Certification shall be provided in an amended Certification with the executed Contract and shall be incorporated into the Contract by this reference. Violation of this covenant is a material breach of this Contract.

38. WARRANTY OF AUTHORITY

The person executing this Contract on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Contract on behalf of Contractor and to bind Contractor to the terms, covenants, and conditions of this Contract. Both the person executing this Contract on behalf of Contractor and CONTRACTOR understand that VVTA is relying on this representation in entering this Contract.

39. ENTIRE CONTRACT

This Contract, including all Exhibits, constitutes the entire Contract between VVTA and CONTRACTOR and supersedes all prior negotiations, representations, or Contracts, whether written or oral. In the event of a dispute between the parties as to the language of this Contract or the construction or meaning of any term hereof, this Contract shall be deemed to

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have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract.

40. ELECTRONIC SIGNATURE

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

(Signatures on following page)

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ATTACHMENT C – SAMPLE CONTRACT

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year set forth above.

VICTOR VALLEY TRANSIT AUTHORITY

By: _____
Nancie Goff, VVTA CEO

APPROVED AS TO FORM

By: via email 8/8/2024
VVTA Legal Counsel

CONTRACTOR

By: _____
Name:

VVTA RFP 2024-05 APC CERTIFICATION AND DASHBOARD SOFTWARE ATTACHMENT D – PROTEST PROCEDURES

1. PURPOSE

- A. This policy provides guidelines for the submittal and evaluation of protests relating to all procurements. VVTA shall ensure, to the extent reasonably possible, uniform, timely and equitable consideration of all protests received by VVTA pursuant to this policy.
- B. To be considered, a protest must be filed in a timely manner, as described herein, must satisfy all the applicable requirements described in this policy and must be brought by an interested party as defined below.

2. DEFINITIONS

The following definitions apply to this policy.

A. Interested Party – An actual proposer/bidder whose direct economic interest would be affected by the award of a contract or by the failure to award a contract. Interested parties do not include subcontractors or suppliers of an actual or prospective proposer/bidder, or joint venturers acting independently of a joint venture.

B. Procurement Manager - The person designated by VVTA who is responsible for managing the contracting and procurement function.

C. File or Submit – Shall mean the date of receipt of a written protest by VVTA.

D. Receipt of Protest – The date of receipt of the Protest will be the date in which VVTA receives the protest package.

3. REFERENCES

United States Department of Transportation, Federal Transit Administration, FTA Circulars, FTA Circular 4420.1 Third Party Contracting Guidelines. Note: Refer to the revision in effect at the time of protest.

4. BASIS OF PROTEST

A. Requests for Proposal

After the receipt of proposals by VVTA and after an action relating to the selection of a consultant/contractor by the VVTA Evaluation Committee, but prior to the award of a contract by the VVTA Board of Directors, a protest may be submitted on the basis of one or more of the following:

- i. VVTA Failed to adhere to the evaluation process set forth in the solicitation package.
- ii. VVTA failed to follow its own procurement policies and procedures.
- iii. VVTA violated a specific law, rule, or regulation in the procurement process.

B. Invitations for Bid

After the receipt of bids by VVTA, but prior to award of a contract by the VVTA Board of Directors, a protest may be submitted on the basis of one or more of the following:

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ATTACHMENT D – PROTEST PROCEDURES

- i. VVTA failed to follow its own procurement policies and procedures.
- ii. VVTA violated a specific law, rule or regulation in the procurement process.

5. FILING OF PROTEST

A. Filing Written Protest with the VVTA Procurement Manager

An Interested Party wishing to protest a matter involving a procurement or proposed contract award shall file with the Procurement Manager, a written protest covering, at a minimum, the following:

- i. Name and address of the Interested Party;
- ii. Identification of the proposed procurement or contract;
- iii. Description of the nature of the protest;
- iv. A detailed statement of the legal and/or factual grounds for the issue(s) identified in the protest, including reference to the provision(s) of the solicitation, regulations, and/or laws upon which the protest is based; and any technical data, documentary evidence, names of witnesses or other pertinent information supporting the basis for the protest;
- v. A statement of the desired resolution to the protest by the Interested Party;
- vi. Signature of a properly authorized representative of the Interested Party.

B. Failure to Comply

Failure to comply with any of the requirements of this section may be grounds for dismissal of the protest.

C. Withdrawal of Protest

The Interested Party may withdraw its protest at any time before VVTA renders a decision by submitting a written request to the VVTA Procurement Manager.

6. SUMITTAL OF PROTEST

All protests must be submitted in writing to:

Victor Valley Transit Authority
Attn: Procurement Specialist
17150 Smoke Tree Street
Hesperia, CA 92345
RE: Solicitation Protest – Solicitation/Contract Number

7. PROTEST SUBMITTAL DEADLINE

A. Requests for Proposal

After opening proposals, VVTA will evaluate the proposals and determine which proposer shall be recommended to the VVTA Board of Directors for award of a contract. Once VVTA staff has

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ATTACHMENT D – PROTEST PROCEDURES

determined which proposer will be recommended to the Board for award, a Notice of Intent to Award will be sent to all proposers.

- i. Protests must be filed within five (5) business days from the issue date on the Notice of Intent to Award.
- ii. The date of filing shall be the date VVTA receives the protest.

B. Invitations for Bid

- i. Protests must be filed within three (3) business days from bid opening.
- ii. The date of filing shall be the date VVTA receive the protest.

8. PROTEST REVIEW PROCESS

If the protest is determined to be timely and meets the criteria identified in the preceding sections 4, 5, and 7, this process will be followed:

- A. No additional material will be allowed to be submitted unless specifically requested by the Procurement Manager.
- B. The Procurement Manger will review all material submitted and will render a decision within thirty (30) days after the receipt of the protest.
- C. The Procurement Manager will consider only those specific issues addressed in the written protest.
- D. The decision of the Procurement Manager will then be given to the Executive Director, or a designee, for approval. The decision of the Executive Director is final.

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ATTACHMENT E – REQUIRED FORMS

1. If a qualifier, i.e. (Required >\$100,000) follows the title of the form, then submit that form only if the Solicitation meets that requirement.
2. Duplicate forms as necessary.
3. **Submit ONLY those forms that are checked, unless required elsewhere in the IFB/RFP/RFQ.**
4. Submit the following checked items AT THE TIME OF BID SUBMISSION:
 - ☒ Proposal Pricing Forms (See Exhibits) (Sealed Separate Envelope)
 - ☐ Buy America Certification (Required >\$150,000)
 - ☒ Current Client References
 - ☒ Not on Excluded Parties List System (SAM.com) (Provide page from website)
 - ☒ Affidavit of Non-Collusion
 - ☒ Debarment, Suspension, & Other Responsibility Matters
 - ☒ List of Subcontractors and DBE's
 - ☒ Proposed Disadvantaged Business Enterprise (DBE) Participation; if you or a subcontractor are a DBE, please submit certification with bid.
 - ☒ Restriction on Lobbying form required of each Proposer and each subcontractor having)
 - ☒ PROPOSER's Warranty Procedures Form
 - ☒ Audited Financials or Tax Returns prepared by a Certified Public Accountant, for the most recent two-year period. (Required)
5. Submit the following **Required** forms **at the Time of Contract Award**:
 - a. **Proof of Licenses.** As required by law, in addition to contract requirements. Must be California approved, valid, showing expiration dates and license numbers. These include, but are not limited to (**Only those items checked**):
 - i. ☐ Sales or Services; if applicable
 - ii. ☐ Business: authorized by the city wherein business is to be conducted (if applicable.)
 - iii. ☐ Driver's: within classification, required, valid, etc...
 - iv. ☒ Others: any not mentioned herein, but required by industry standard, required by law, by requirements of Contract.
 - b. ☐ **Proof of Permits:** as required by law, in addition to contract requirements. Must be California approved, valid, showing expiration dates and license numbers.
 - c. ☒ **Insurance Certificate (Proof)** must meet the requirements in the RFP. If the Insurance Certificate with the additional insured endorsement is submitted with the bid, the Notice to Proceed can be issued sooner. Failure to submit the Proof of Insurance as requested may result in contract award annulment.
 - d. ☐ **Performance Bond:** One Hundred percent (100%) of the contract price
 - e. ☐ **Payment Bond:** One Hundred percent (100%) of the contract price.

VVTA RFP 2024-05 APC CERTIFICATION AND DASHBOARD SOFTWARE ATTACHMENT E – REQUIRED FORMS

CURRENT CLIENT REFERENCES

Proposer by its signature below, certifies that the following references for the same or very similar service supplied to other clients over the last seven (7) years (use additional pages as necessary): (A minimum of 5 are required)

<u>Agency Name</u>	<u>Contact Name/Phone/Email Address</u>	<u>Year</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Signature of the Proposer's Authorized Official

Name and Title of the Proposer's Authorized Official

Company Name

Date

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ATTACHMENT E – REQUIRED FORMS

The proposer shall complete the following form and include it in their Proposal package.

By execution below Proposer hereby agrees to furnish the related equipment, and services as specified in Victor Valley Transit Authority's Request for Proposal (RFP) No. 2024-05 at the prices submitted in response to this solicitation.

PROPOSING COMPANY NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP CODE: _____

AUTHORIZED OFFICER: _____

COMPANY OFFICER TITLE: _____

SIGNATURE OF AUTHORIZED OFFICER: _____

CONTACT INFORMATION: _____

OFFICE PHONE NUMBER: _____

EMAIL ADDRESS: _____

VVTA RFP 2024-05 APC CERTIFICATION AND DASHBOARD SOFTWARE
ATTACHMENT E – REQUIRED FORMS

**Task 1 – Automatic Passenger Count (APC)
Certification**

Key Personnel – *Hourly Rates are to be fully burdened, including indirect, overhead and benefits.*

Name	Classification/Title	Job Function	Hourly Rate		Estimated Hours
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
Subtotal Labor					\$

**Task 2 – Development and Implementation of
Dashboard Software**

Key Personnel – *Hourly Rates are to be fully burdened, including indirect, overhead and benefits.*

Name	Classification/Title	Job Function	Hourly Rate		Estimated Hours
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		
Subtotal Labor					\$

VVTA RFP 2024-05 APC CERTIFICATION AND DASHBOARD SOFTWARE ATTACHMENT E – REQUIRED FORMS

Other Direct Cost Schedule (ODC) - All ODC's are to be proposed at cost-without mark- ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
Subtotal ODCs			\$	
Total Year 1 Costs: Labor Plus ODCs			\$	

Task 3: Year 1 - Maintenance/Upgrades/Enhancements

Key Personnel – Hourly Rates are to be fully burdened, including indirect, overhead and benefits.

Name	Classification/Title	Job Function	Hourly Rate		Estimated Hours
			\$		
			\$		
			\$		
			\$		
			\$		
Subtotal Labor					\$

Other Direct Cost Schedule (ODC) - All ODC's are to be proposed at cost-without mark- ups.

Type of ODC	Unit Cost		Estimated Budget Amount	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
Subtotal ODCs			\$	
Total Year 2 Costs: Labor Plus ODCs			\$	

VVTA RFP 2024-05 APC CERTIFICATION AND DASHBOARD SOFTWARE ATTACHMENT E – REQUIRED FORMS

Year 2 – Maintenance/Upgrades/Enhancements

Key Personnel – *Hourly Rates are to be fully burdened, including indirect, overhead and benefits.*

Name	Classification/Title	Job Function	Hourly Rate		Estimated Hours
			\$		
			\$		
			\$		
			\$		
			\$		
Subtotal Labor					\$

Other Direct Cost Schedule (ODC) - *All ODC's are to be proposed at cost-without mark- ups.*

Type of ODC	Unit Cost		Estimated Budget Amount	
	\$		\$	
	\$		\$	
	\$		\$	
	\$		\$	
Subtotal ODCs			\$	
Total Year 3 Costs: Labor Plus ODCs			\$	

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ATTACHMENT E – REQUIRED FORMS

Project Total by Line Item

Three Year Contract Price Summary	Labor		ODCs		Total	
Task 1: APC Certification	\$		\$		\$	
Task 2: Development & Implementation of Dashboard Software	\$		\$		\$	
Task 3: Maintenance/Upgrades/Enhancements						
Year 1: Maintenance	\$		\$		\$	
Year 2: Maintenance	\$		\$		\$	
Total	\$		\$		\$	

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NON-COLLUSION AFFIDAVIT
(Per Public Contract Code Section 7106)

State of California)
) ss.
County of _____)

_____, being first duly sworn, deposes and says that he or she is _____, of _____ ("Proposer") the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposers or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal fee of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal fee, or of that of any other Proposer, or to secure any advantage against the public body making the award of anyone interested in the proposed award; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal fee or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Title

SUBSCRIBED AND SWORN TO BEFORE ME

This ____ day of _____, _____.

Notary Public (Seal)

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FTA CERTIFICATION REGARDING DEBARMENT, DEBARRED BIDDERS CERTIFICATION SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

For Contracts and Subcontracts in Excess of \$25,000.00

Instructions for Certification

1. By signing and submitting its bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into; If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, VVTA may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to VVTA if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “principal,” “proposal,” and “voluntary excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 C.F.R. Part 29]. You may contact VVTA for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting its bid or proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by VVTA.
6. The prospective lower tier participant further agrees by submitting its bid or proposal that it will include the clause, set out below, titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RT may pursue available remedies including suspension and/or debarment.

“Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier covered Transaction”

1. The prospective lower tier participant certifies, by submission of its bid or proposal, that neither it nor its “principals” [as defined at 49 C.F.R. §29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. When the prospective lower tier participant is unable to certify to the statement in this certification, such prospective participant shall attach an explanation to its bid or proposal.

Signature of the Proposer’s Authorized Official

Name and Title of the Proposer’s Authorized Official

Company Name

Date

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FTA CERTIFICATION OF RESTRICTIONS ON LOBBYING (For Bids Over \$100,000)

I. _____, hereby certify on behalf of _____ (Company Name)
that:

1. No Federal or State appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or the United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress, in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any State or Federal cooperative agreement and the extension, continuation, renewal, amendment or modification of any State or Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, or an officer or employee of Congress, in connection with this contract, grant, loan or cooperative agreement, which is funded in whole or in part by Federal funds, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for any subcontractor at any tier performing work under this Federal-Aid funded Contract and that all subcontractors of any tier shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 13 52, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, _____

Signature of the Proposer’s Authorized Official

Name and Title of the Proposer’s Authorized Official

Company Name

Date

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PROPOSAL DEVIATION, PRE-OFFER CHANGE OR APPROVED EQUAL

This form shall be completed for each condition, exception, reservation or understanding (i.e., deviation) in the proposal according to “Condition, Exceptions Reservations and Understanding.” This form must also be used for requested clarifications, changes, substitutes, or approval of items equal to items specified with a brand name and must be submitted as far in advance of the Due Date as specified in “Proposal Timeline.”

Deviation Number: _____

Proposer: _____

Email Address: _____

Phone Number: _____

Page Number: _____

Section: _____

Detailed

Description of Requested Deviation:

Rationale

(Pros and Cons):

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ACKNOWLEDGEMENT OF ADDENDA

The following form shall be completed and included in the proposal package.

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the Offer.

The undersigned Proposer acknowledges receipt of the following addendum to the documents:

Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:
Addendum No.	Date:

Signature of the Proposer's Authorized Official

Name and Title of the Proposer's Authorized Official

Company Name

Date

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SUBCONTRACTOR'S LIST

(If additional space is needed, supply information on separate form)

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

Subcontract amount: _____

CERTIFIED DBE? _____ CERTIFICATE # _____
YES NO

If yes, please provide certification.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

Subcontract amount: _____

CERTIFIED DBE? _____ CERTIFICATE # _____
YES NO

If yes, please provide certification.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

Subcontract amount: _____

CERTIFIED DBE? _____ CERTIFICATE # _____
YES NO

If yes, please provide certification.