

SIGN AND RETURN THIS PAGE

**AC TRANSIT DISTRICT
Purchasing Department
1600 Franklin Street, 8th Floor
Oakland, CA 94612**

**REQUEST FOR PROPOSAL
2015-1337-DEMAND RESPONSIVE FLEX
SERVICES**

Date: 20, May, 2015

**PROPOSALS MUST BE RECEIVED at 1600
Franklin Street, 8th Floor by 10, June, 2015 at
4:00. P.M., LOCAL TIME**

**TITLE: DEMAND RESPONSIVE FLEX
SERVICES**

Sign the proposal, put it in an envelope, and write the RFP number and title on the outside. Sign and return this page. Retain Proposer's Duplicate copy for your files.

DO NOT INCLUDE SALES OR EXCISE TAXES in proposal prices.

ALL PROPOSERS COMPLETE THIS SECTION:

2015

Upon execution of a Contract Acceptance form, the undersigned agrees to furnish, subject to provisions on the reverse of this form, all articles or services within the dates specified, in the manner and at the prices stated, in accordance with the advertisement, specifications, proposal, special conditions and general conditions, all of which are made part of the contract proposal, when authorized by Purchase Order, Contract Order, or Letter of Agreement issued by the District.

Name under which Business is conducted: _____

Business street address: _____ Telephone: _____

_____ City State Zip Code

IF SOLE OWNER, sign here:

I sign as sole owner of the business named above:

Signed _____ Typed Name _____

IF PARTNERSHIP OR JOINT VENTURE, sign here:

The undersigned certify that we are partners in the business (joint venture) named above and that we sign this contract proposal with full authority to do so (one or more partners sign):

Signed _____ Typed Name _____

Signed _____ Typed Name _____

IF CORPORATION, sign here:

The undersigned certify that they sign this contract proposal with full authority to do so:

Corporate Name: _____

Signed _____ Typed Name _____ Title _____

Signed _____ Typed Name _____ Title _____

Incorporated under the laws of the State of _____

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR OFFEROR

1. RENDITION OF SERVICES

The Consultant hereby agrees to undertake, carry out and complete all work established herein in a professional and efficient manner satisfactory to District standards.

The professional service or the performance of work or services required by the District cannot satisfactorily be performed by the regular employees of the District.

2. CONSULTANT'S STATUS

Neither the Consultant nor any party contracting with the Consultant shall be deemed to be an agent or employee of the District. The Consultant is and shall be an independent Consultant, and the legal relationship of any person performing services for the Sub-Consultant shall be one solely between said parties.

Consultant shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the District, except for service firms engaged in drawing, production, typing and printing. Consultant shall be solely responsible for reimbursing any sub Consultants and the District shall have no obligation to them.

3. OWNERSHIP OF WORK

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

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

4. RECORDS

The Consultant shall permit the authorized representatives of the District to inspect and audit all data and records relating to performance under this Agreement. Consultant shall maintain all such records for a period of three (3) years after the District makes final payment under this Agreement.

5. TERMINATION FOR DEFAULT

In the event the Consultant breaches the terms or violates the conditions of this Agreement, and does not within ten (10) days of written notice from the District cure such breach or violation, the District may immediately terminate this agreement, and shall pay the Consultant only its allowable costs to the date of termination.

6. TERMINATION FOR CONVENIENCE

The District may terminate this Agreement, in whole or in part, at any time for the District's convenience and without cause at any time by giving the Consultant written notice of termination. The Consultant will be paid for those services performed pursuant to this Agreement to the satisfaction of the District up to the date of notice of termination. The Consultant shall promptly submit its termination claim. If the Consultant has any property in its possession belonging to the District, the Consultant will account for the same and dispose of it in the manner the District directs.

7. NON-DISCRIMINATION

In connection with the execution of any Contract hereunder, the Consultant shall not discriminate against any applicant or employee on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sexual orientation, sex or age as defined in Section 12926 Government Code.

8. INDEMNIFICATION

The Consultant shall indemnify, keep and save harmless the District, its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

9. CHANGES

If any changes to the scope of services are sought by either party that would require a modification of the amount of compensation, the changes must be reviewed in advance of any action to implement the change by the Project Manager and the Purchasing Department.

The District may at any time by written order make changes within the Scope of Services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, the Consultant shall notify the District in writing of the amount of time and compensation adjustments that are required.

In the event the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of services and would result in an adjustment to the amount of compensation specified herein, Consultant shall so advise the District immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation resulting there from.

Any notices shall be given to the District under the NOTICES clause of the Special Conditions. Any and all agreed upon pertinent changes shall be expressed as a written modification to this Agreement prior to implementation of such changes.

10. DISPUTE RESOLUTION

In case any disagreement, difference or controversy shall arise between the parties, with respect to any matter in relation to or arising out of or under this Agreement or the respective rights and liabilities of the parties, and the parties to the controversy cannot mutually agree thereon, then such disagreement, difference, or controversy shall be determined by binding arbitration, according to the rules of the American Arbitration Association.

Any award made by the Arbitrator(s) shall be final, binding and conclusive upon all parties and those claiming under them. The costs and expenses of any Arbitration shall be borne and paid as the Arbitrator(s) shall, by their award, direct.

The submission to Arbitration is hereby made a condition precedent to the institution of any action at law or in equity with respect to the controversy involved; and such action at law or in equity shall be restricted solely to the subject matter of the challenge of such award on the grounds and only in the manner permitted by law.

11. NO ASSIGNMENT

This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

12. PROHIBITED INTERESTS

No member, director, officer, or employee of the District during his/her tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.

Consultant covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this Agreement. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant.

The District may require Consultant to file an annual Statement of Economic Interest form pursuant to the Political Reform Act of 1974 (Government Code Section 81000 et seq.)

13. WAIVER

Failure of any party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

14. GOVERNING LAW

This Agreement, its interpretation and all work performed hereunder, shall be governed by the laws of the State of California.

15. INSURANCE

Depending on the nature of the services being solicited, the District may have certain minimum insurance requirements.

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16. GENERAL INFORMATION

The Alameda-Contra Costa Transit District is a special district, organized under the laws of the State of California, which provides public transit service to approximately 191,000 riders daily with a fleet of 576 buses. The District's service area extends from western Contra Costa County to southern Alameda County. AC Transit has three (3) operating Divisions in addition to the Central Maintenance Facility, Training Center, and the General Office. The District has approximately 1,863 employees and is financed through receipt of transit fares, property taxes, and state and federal funding.

This Request for Proposal (RFP) outlines the scope of services requested by the District, as well as information that should be included in the proposal. The District is seeking to engage a Contractor who will develop and implement a technology platform for the Line 275 Demand Responsive Flex Service Pilot. The District envisions that the technology platform will enable a fully automated scheduling, dispatching, and reservations system for a demand responsive bus service that will replace the current fixed route Line 275 service.

The pilot will operate for a period of one year and is scheduled to begin revenue service in August 2015. At the conclusion of the pilot period, staff will evaluate performance and customer satisfaction and determine whether to recommend that the AC Transit Board of Directors consider extending the pilot period and/or expand the service to other areas.

All proposals must be clearly marked **RFP No. 2015-1337-DEMAND RESPONSIVE FLEX SERVICES**. Proposals may be mailed or hand-delivered. If mailed or delivered, proposals must be mailed in sufficient time to reach the District's designated office listed in the RFP at the date and time specified in **SECTION 18, Submittal Date, Time and Location**. Proposals not received by the designated time or not delivered to the designated address will not be considered for award. No facsimile or e-mail transmissions of proposals will be accepted.

Proposals will remain in effect for one hundred twenty (120) days from the designated date for receipt of proposals, unless mutually extended. No pre-award costs will be reimbursed by the District. The signature of the District's General Manager and authorized representative of the Contractor will constitute a binding award, to be documented in the form of the **Sample Contract, Attachment No. 1**.

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17. NO PRE-PROPOSAL CONFERENCE

No Pre-proposal Conference - Prospective candidates may submit questions regarding this RFP by electronic transmission to wdaly@actransit.org

Transmissions must be received no later than **May 25, 2015 by 10:00 a.m. Pacific Time**, in order to allow District Staff sufficient time to prepare responses.

An Addendum providing responses to those questions will be issued no later than **May 29, 2015, by 10:00 a.m. Pacific Time**. Upon issuance of such, the Addendum will become a part of the proposal documents and binding on all eligible proposers.

For further information, prospective proposers may contact Michael Daly, either by telephone (510) 891-5469 or email (wdaly@actransit.org) between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, holidays excepted

18. SUBMITTAL DATE, TIME AND LOCATION

RFP packages **must** be received by **10:00 a.m. Pacific Time on June 10, 2015** at:

AC Transit
Purchasing Department
Attn: Michael Daly, Contract Specialist
1600 Franklin Street, 8th Floor.
Oakland, CA 94612

Proposals may be mailed or hand delivered. **RFP responses received after this date, time or at any other location will not be accepted.** No other methods of delivery shall be accepted such as facsimile, e-mail transmissions or telegraphic of proposals will be accepted. Submittals received after this time and date shall be returned unopened and shall not be considered.

Proposals must be dispatched in sufficient time to reach the above address before the specified date and time. All RFPs should be clearly marked **RFP 2015-1337 DEMAND RESPONSIVE FLEX SERVICES.**

Within TWO WEEKS after Proposals are due, AC Transit may require selected candidates to attend an interview and product demonstration.

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19. SCOPE OF WORK/SERVICES

See Exhibit B; Scope of Work/Services.

20. PROPOSAL REQUIREMENTS

Interested candidates must submit proposals in response to this formal RFP. Proposals shall include the following information, presented in a clear, comprehensive, and concise manner.

A. FORMAT OF PROPOSALS

- All pages must be 8 -1/2" x11", minimum size 11 font.
- Three ring binder or bounded.
- Print double-sided to the maximum extent practicable Use Tabs or other separators within the document. Distinct documents enclosed in the appendix must be separated by tabbed dividers as well.
- Submit a CD or flash drive of all documentation as an Adobe Acrobat PDF format.

B. THRESHOLD ELIGIBILITY REQUIREMENTS

1. **Annual Gross Receipts** - The firm's gross annual receipts for the most recent three (3) years.
2. **Cover Letter/Signature Authority** - Submit a letter of introduction and an executive summary of the Proposal. The introductory letter must be signed by a person or persons authorized to obligate your firm (or firms in the case of a joint venture) to honor the commitments set forth in the Proposal in accordance with RFP requirements.

Submission of the letter will constitute a representation by your firm or joint venture that it is willing and able to successfully fulfill Project requirements.

The cover letter must also include the following statement: "As an authorized representative of [FIRM], I bind the firm to every condition included in the Proposal as well as to all the commitments made in this Proposal. This Proposal is a firm offer and is binding on [FIRM] for 120 days."

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3. **Responsibility Determination** – Each firm submitting a proposal in response to this RFP must certify under penalty of perjury that the firm complies with all determination factors listed in **Attachment No.5** of this solicitation. The District is required to make a preliminary determination of responsibility according to **Section 22; Proposal Evaluation, Acceptance Process and Award.**

C. TECHNICAL REQUIREMENTS

1. **General description and corporate overview:**

- a. Please provide (i) a brief description of the history and background of your firm, (ii) the nature and scope of the firm's experience, if any, in handling projects for public transit or transportation agencies and (iii) how many years the firm has been in business.
- b. This shall also include the following information:
Your firm's legal name
Address
telephone number
facsimile number
e-mail
web address
- c. Please also provide firm size, number of employees, primary type of business, other affiliated businesses or services, and other descriptive material.

2. **Technical Ability to Perform Required Services**

- a. Provide a written narrative describing your firm's ability and specific approach to providing the services requested in this RFP.

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3. Key Personnel

Please submit a summary of key project personnel, account executive and principals assigned/or overseeing the work to this procurement and supporting staff to be assigned to this pilot project, including:

- a. Names, Titles, email address, phone number, fax number
- b. Resumes
- c. Company Qualifications and References (Limit 2 pages)

4. References/Past Experience:

Complete and provide references and other information as contained in Attachment – 4, Proposer Qualifications, including:

- a. **Reference Questionnaire:** When providing references please include the following information:
 - i. Company name
 - ii. Contact person and contact person's title
 - iii. Contact person's address, phone number, fax number and e-mail address
 - iv. Company web site address
 - v. Length of your relationship
 - vi. Description of type of work performed for client
- b. **Past Experience:** Discuss your firm's experience, qualifications, skills and financial strength to provide the requested services. An eligible candidate's qualifications will demonstrate the ability to meet the requirements of the desired service model, as set forth in the Scope of Work. Please also describe your company's history, length of time in business, location, types of services offered and direct experience in providing the services described in the solicitation.
- c. Provide a list of client references from similar past projects. This list must include the name, address, telephone number, e-mail address of the reference contacts, a brief description, length of time, and dates of the service or cited projects. A qualified candidate must describe the projects and services provided to the clients whom are being referenced.

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References will be evaluated based on responses to questions posed by AC Transit.

5. Experience/Performance

a. Knowledge Areas and Experience (Limit 2 pages, excluding resumes).

- i. Please cite experience and knowledge implementing an open, demand responsive flex route transportation system operating in a zone with fixed schedule points, including specifics involving overall project outcomes and lessons learned.
- ii. Also cite experience and knowledge implementing automated scheduling, dispatch, and reservations systems, including setting accuracy and performance criteria.
- iii. Describe experience developing training documentation.
- iv. Provide an organizational chart and an explanation should more than one function be performed by an individual.
- v. Submit abbreviated resumes featuring experience, qualifications and skills for each that is most directly relevant to AC Transit's requirements. Resumes should include dates, number of years of experience in both their field of expertise and with the proposed firm as well as other relevant information.

6. Description of Proposed Work Plan (Limit 10 pages)

The following describes what is required to be included in the technical proposal in order for the District to complete the evaluation. The candidate must demonstrate an understanding of the requirements of the tasks by providing the details as requested below. Staff roles and hours being proposed to complete the tasks described in the scope of work is required in the cost proposal.

- a. Work Plan – Describe the approach for preparing, submitting and maintaining a draft and final work plan that shall include a work breakdown structure, order of tasks and activities of key staff described as contract Task #1 and according to

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best industry practices for project management. This section shall also outline the Proposer's recommendations for document formats, project tracking and any other proposed communication method.

- b. Software Solution Design –The candidate must outline its plan for meeting the tasks outlined in contract Task #2 (at Page 42). Specific examples involving the development and implementation of software solutions for demand responsive flexible services (including all aspects of scheduling, dispatch, reservations, and systems monitoring) should be highlighted. The candidate should further demonstrate how these software solutions can be configured to meet the specific needs of the District as described in the Scope of Work. In addition, you should outline how the reservations system will be integrated with the District's customer service call center in order for the District's customer service agents to handle trip requests via telephone.
- c. Installation Plan and Testing -- Describe the approach, objectives and discreet elements of the proposed installation plan. Describe the proposed approach for completing system testing and go-live activities. You must provide the detail sufficient to demonstrate that the proposal takes into account all of the tasks needed as described in contract task items #5 and #6 (at pages 42 and 43)..
- d. System and User Training – Describe the recommended approach for system and user training on the software platform for District staff including planners, schedulers, dispatchers, vehicle operators, reservationists, IT managers and any other requisite personnel. If the approach differs by software course, module or functional area, then the technical proposal shall delineate those differences. The proposal shall describe the extent to which training manuals may be used during system testing and acceptance.
- e. Implementation Plan Proposed Schedule (Limit 2 pages)
- f. A qualified candidate must demonstrate its readiness and availability of resources to enter into a service agreement begin service as detailed in the Scope of Work and insure a timely implementation of service. You will need to demonstrate that your company is financially capable of

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providing the required services and has all necessary resources to be successful in the delivery of these services.

- g. The submitted work plan should include the full schedule of tasks to be performed in the project, from the Issuance of the Notice to Proceed to the completion of the project. The duration of the pilot will be one calendar year from the start of revenue service. A work plan must indicate your needed lead time to initiate revenue service. A submitted work plan with a lead time that enables revenue service to begin with the District's 2015 Fall general sign-up (around August 15th, 2015) may be rated more favorably, given that it appears both reasonable and practical.
- h. Describe all tasks necessary to foster the implementation plan successfully including a timeline and by whom.
- i. Describe any assistance you need from District staff.
- j. Sample Documents to be provided with Proposal (Limit 20 pages)
 - 1. Monthly project report
 - 2. Weekly project report
 - 3. Business process/flow chart
 - 4. Implementation Plan (table of contents and text (partial)
 - 5. Project Schedule and WBS (partial)
 - 6. Training manual example screen shots (partial)

D. COST PROPOSAL

- 1. Provide an overall price and budget, showing the level of effort and cost breakdown by tasks identified in the required scope of work; software, hardware, support, and training costs. Exhibit A should include the hours and rate for each labor class for each Task. Please provide a total price for all of the tasks.
- 2. Provide a full description and breakdown of the expected expenditures for each of the categories of action contained in the scope of work.

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3. The budget should include an estimate of hours for each task and for all team members, along with their billing rates.
4. Billing rates must be broken down into direct salary, fringe, overhead, and profit rates, if any. Detail the types of non-labor expenses for which you would expect to be reimbursed. The budget will be used to set the maximum annual contract amount since actual services will be provided on an as-needed basis. Put this information in an attachment to Exhibit A
5. You may also include additional recommended categories of action, if desired, which should be clearly identified as optional work and should be included as separate line items in the proposed cost proposal.
6. Eligible candidates may be required to participate in negotiations that require revisions to the proposal. The cost and method of compensation will likely be the subjects of such negotiations.

E. CERTIFICATIONS/EXHIBITS

1. Addendums – If RFP addenda are issued, each candidate must submit a statement acknowledging such addenda.
2. RFP Signature Page – You must also submit the RFP signature page (Page 1), signed by an approved representative of your Company.
3. Certifications/Forms – Further, you will need to submit all other certifications/ forms/attachments attached to this RFP. NOTE: if the certifications do not apply, the form MUST indicate “N/A” and an explanation as to why it is inapplicable.
 - a. Exhibit A, Cost Proposal Form Pricing (Submit in separate envelope)
 - b. Attachment 1, Sample Contract
 - c. Attachment 2, Designation of Subcontractors
 - d. Attachment 3, Small, Local Business Procurement Worksheet
 - e. Attachment 4, Proposer Qualifications and Business Reference Questionnaire
 - f. Attachment 5, Certification of Addendum, Insurance Requirements and Determination of Responsibility Requirements

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Note: if you are proposing subcontracting work, please include the Attachment No. 2 and 3 within Envelope #2.

F. PROPRIETARY INFORMATION

NOTE: Any information submitted in the proposal that the Contractor has determined to be PROPRIETARY in nature, shall be marked accordingly.

Any restriction on disclosure of proposal data must be clearly marked on the proposal as "Proprietary". Failure to adequately mark proposal information is tantamount to an agreement that all sections are non-proprietary and can be made available to the general public upon request.

In the event a "Proprietary" designation is challenged by any third party claiming an interest in such , the proposing party agrees to provide legal counsel or other necessary assistance to indemnify the District, defend the designation, and further agrees to hold the District harmless for any costs or damages arising from such a challenge.

G. EXCEPTIONS

If a candidate desires to take exception to the contract or any part of this RFP, it must provide the following information as a section of the proposal identified as "Exceptions to the Contract/RFP".

In such event, you need to clearly identify each proposed change to the contract or RFP, including all relevant exhibits and/or attachments.

If applicable, please furnish the reasons therefore as well as specific recommendations for alternative language.

The above factors will be taken into account in evaluating proposals. Substantial exceptions to the contract or RFP may be determined by the District, in, its sole discretion, to be unacceptable and the District may proceed to award the contract to another responding firm. See **Section 23; Award Process**.

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H. SUBMISSION REQUIREMENTS

Interested candidates are responsible for the submission of proposals, amendments and for any modifications or withdrawals, to reach the District's designated office listed in the RFP at the date, time and location specified.

To be considered for award, interested firms must submit proposals and qualifications in **one package** clearly marked with the RFP number and project title addressed to the person listed above in Section 18. The one (1) package shall contain two (2) separately sealed envelopes as described below.

1. **One (1) hard copy** marked "Original" and **five (5) copies** of written proposals for each envelope listed below.
2. Each envelope below shall contain **one (1)** CD or Flash drive containing **only** the information pertaining to the documentation in the envelope.
3. **Envelope #1- (Technical Proposal)** will contain all responsive materials except those relating to consultant's proposed billing rates and consultant's cost breakdown.
4. **Envelope #2 – (Services Cost Proposal)** will contain **only information related to price**, billing rates and cost breakdown.

21. REJECTION OF PROPOSALS

Proposals may be rejected if they show such items as alteration of form, conditional or incomplete proposals, irregularities that make the proposal ambiguous or signature by other than an authorized person. Questions or further information concerning this RFP shall be directed to:

AC Transit Purchasing Department
Attn: Michael Daly, Contract Specialist
1600 Franklin Street 8th Floor
Oakland, California 94612
Phone: (510) 891-5496
Email: wdaly@actransit.org

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22. PROPOSAL EVALUATION, SELECTION PROCESS AND AWARD

Evaluations will be made in strict accordance with all of the evaluation criteria and procedures specified herein.

A. EVALUATION PROCESS

1. All proposals are first evaluated for compliance with **Pass/Fail, Minimum Requirements** listed in **Subsection B; Threshold Eligibility Requirements**. Proposals achieving a pass rating will be evaluated further on responses to technical and other elements, according to weighted criteria.
2. All proposals are evaluated and ranked on the evaluation criteria specified in the RFP. Evaluation is an assessment of the proposal and the associated firm's ability to accomplish the Scope of Services in accordance with the contract terms and conditions set forth in this RFP.
3. The proposed pricing terms of technically acceptable proposals are evaluated after the technical evaluation as described below in **Subsections D and I**.
4. Using both evaluation elements and Services Cost Proposal, proposals are ranked to identify a competitive range.
5. The District may negotiate, or hold discussions with all qualified candidates in the competitive range.
6. The District, in its sole discretion, may present a Best and Final Offer (BAFO) opportunity from which scores will be evaluated to determine best overall proposals.
7. The District, in its sole discretion, will determine whether to hold discussions with proposers who are in the "competitive range" or to award the contract without discussion based on the evaluation criteria and on the initial cost proposal.

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B. THRESHOLD ELIGIBILITY REQUIREMENTS (PASS OR FAIL)

Exceptions, conditions, reservations or understandings that are explicitly, fully and separately stated will be evaluated for their basic acceptability. A Proposal having a preponderance of unacceptable exceptions and conditions may be cause for the Proposal to be rejected.

An unacceptable exception, condition, reservation or understanding, if not withdrawn by the Proposer upon the request by the Procurement Office, would be cause for the Proposal to be rejected.

C. QUALIFICATIONS OF BASIC ELIGIBILITY

1. The Procurement Office will evaluate the Proposals to determine basic "Responsibility" in accordance with threshold requirements stated in *Section 20, Subsection B* above and factors noted in *Subsection B* immediately above. Any proposals from firms falling short of these threshold requirements may not be considered for the competitive range.
2. Final determination of a proposing firm's basic eligibility will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by the Procurement Office, information submitted in any Addendum to the Proposal, any information resulting from an inquiry to the firm's designated references and the District's own knowledge of the candidate firm. Financial stability is also a relevant consideration. An independent review of financial responsibility will be made by a qualified party.
3. A contract award will only be made to an eligible candidate, determined by the Procurement Office to be sufficient qualified on the basis of the foregoing considerations.

D. EVALUATION WEIGHTED CRITERIA

Written proposals are evaluated, scored, and ranked. Proposals will be evaluated using the criteria listed below, shown with the maximum point value for each category. The District will evaluate each proposal submitted, scoring the following factors listed:

- 1. Responsiveness to Request for Proposal**

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2. Technical

- a. Firm's qualifications and experience to conduct the services called for by this RFP.
- b. Firm's specific approach to providing the services.

3. Past Performance, Experience and References**4. Price/Cost****5. Scoring Criteria**

The table below shows the criteria for selection and the maximum potential score for each area. The compiled rankings will be used to identify the preferred firm.

Category/ Proposal Content	Subcategories (and subcategory weights, if applicable)	Category Weight Value
Past Experience on Similar Projects,	Consultant shall describe their experience with prior implementation of demand responsive flexible transit service projects and demonstrate ability to implement the service model described in the Scope of Work.	25
Past Performance and References,	Specific qualifications and experience of Principals, Project Management and proposed Management team experience including years of experience on projects of similar scope, quality of service delivered, and individual references. This shall include special professional certifications, memberships or specialties which align the proposed tasks for team members	25
Proposed Work Plan Schedule, Tasks and Deliverables,	Conformity with the components of the required work plan and contract deliverables including a proposed start and finish dates for each contract line item as described in the SOW. The District will be considering proposed duration for completion of deliverables and milestones.	25
Submission of Relative Supporting	Provision of sample documents that support the proposed work plan including sample business process documentation, installation plan, reporting, training materials or other sample	10

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Documents and Proposal Presentation,	deliverables which support the overall proposal, team capabilities and recommended project approach. Consultant shall provide samples from prior projects based on similar projects evaluation criteria. Submitted samples may be based on partial documents, but District may request additional information prior to completion of evaluation.	
Cost Proposal, Section 22 and Cost Proposal Form	Is the cost submitted fair and reasonable while providing the best value AC Transit for services requested in the RFP? What is the competitiveness of the price for service relative to the service requirements and the desired standards of performance? What is the ability of the Proposer to sustain the prices proposed throughout the term of the contract?	15
Weight Total		100

6. Oral Presentations

Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way will change the original proposal submitted.

The District, at its option, may interview proposers for the purpose of clarifying the proposals. Interviews are optional and may or may not be conducted. Interviews may involve a presentation or a question and answer period or any combination of both. Submittal of new proposal material at an interview will not be permitted. If required a teleconference or Skype can be requested.

If necessary, at a mutually arranged time, and prior to final evaluation, oral presentations may be scheduled by the Evaluation Team either at the AC Transit District's office or via teleconference, or Skype. An oral presentation is intended to provide a full understanding of a proposal.

E. APPLICATION OF EVALUATION CRITERIA

Technical proposals will be evaluated based on the reviewer's determination of the degree of compliance with requirements. The evaluation criteria will be applied in the determination of competitive range, final evaluation, and elsewhere as needed in the evaluation steps described in subsequent sections. Based upon individual evaluations, a record of raw evaluation scores will be tabulated through the application of established weights. The "Weighted Method" of scoring will be utilized.

F. EVALUATION SCORING

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This evaluation process will be used to determine eligible candidates in the competitive range. The determination will be based on an overall composite score, arrived at by separate analysis of individual proposals by the evaluation team members.

G. SCORING GUIDELINES

Technical Proposal. The Proposals will be evaluated based on each Reviewer's determination of each criteria and sub-criteria compared to the degree of compliance with Contract requirements. Scores will be assigned according to the following:

5 Exceptional	4 Compliant	3 Good	2 Minimal	1 Deficient	0 Unacceptable
Fully compliant with Contract requirements and with desirable strengths or betterments; no errors, or risks, or weaknesses or omissions. There is a high probability of success.	Fully compliant with Contract - Meets in all aspects and may in some cases exceed the critical requirements.	Generally compliant with Contract requirements; some minor errors, or risks, or weaknesses or omissions. Minor weaknesses can be readily corrected	Minimally compliant with Contract requirements; errors, or risks, or weaknesses or omissions.	Non-compliant with Contract requirements; errors, or risks, or weaknesses or omissions.	Totally deficient and not in compliance with Contract requirements; demonstrates a lack of understanding of Contract requirements.

Evaluators may utilize non-whole numbers, (i.e decimals) in providing their raw scores. The Evaluation Team members will carry out and document its evaluations. Any extreme proposal deficiencies which may render a Proposal unacceptable will be documented. The Team members will make specific note of questions, issues, concerns and areas requiring clarification by Proposer(s) and to be discussed in any meetings with Proposers determined to be within the competitive range.

H. EVALUATION CRITERIA: PRICE PROPOSAL

Maximum price points will be assigned to the Proposal with the lowest overall price. For Proposal evaluation purposes, the eligible candidate offering the lowest price for the contract will receive the maximum points allocated for price. All other candidates will be allocated points based on the calculated percentage relationship between their proposal price offer

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and the proposal offer containing the lowest price. Scores will be rounded to the nearest tenth.

I. TABULATION AND DETERMINATION OF THE COMPETITIVE RANGE

A final list of Proposals ranked according to the results of the Evaluation Team scored evaluations will be prepared. Maximum potential points attainable per Proposer per proposal – this is only an example for illustrative purposes: 2,500 points: 5 Evaluators X 5 Raw Points per Category X Weighting Factor = 2,500 points. . However, Maximum points may vary based on number of given evaluators.

J. DISCUSSIONS WITH CANDIDATES IN THE COMPETITIVE RANGE

1. The candidates determined to be within the competitive range, will be notified and any questions and/or requests for clarifications provided in writing. A negotiating team will be designated by procurement.
2. Eligible candidates may be invited for an interview(s) and discussions to discuss answers to written or oral questions, clarifications, and any facet of its proposal.
3. Candidates will not be given a specific price or specific financial requirements that must be met to gain further consideration. Nor will the District disclose to any candidate how it ranks among the others.

K. COST PROPOSAL EVALUATION CRITERIA

1. In accordance with *Section 20, Subsections D (Cost Proposal) and E (Certifications/Exhibits)*, please complete all forms and respond to all requested information and documentation contained in those sections.
2. Price will be evaluated using expense detail for both the base period and option years. The final cost for the base period will be added to the total cost of the option period to yield a grand total amount for proposal evaluation and formulated into a point score for price.
3. The Cost Proposal will be evaluated for reasonableness and effectiveness in relation to value received, using the combined total of services to be provided, including hourly rates. The firm with the lowest price will receive the maximum raw points available for the cost/price

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criteria. The remaining firms will receive pro-rated raw points based on the following formula:

$$\text{(Low Price/Compared Price)} \times 5, \text{ where } 5 = \text{the maximum raw points available)}$$

The total raw points (4.6, for example) will be multiplied by the number of evaluators and the weight for cost/price evaluation to obtain a weighted score for cost/price.

For example: $4.6 \times 3 \times 20 =$ weighted score for cost/price, as an example, where 3 represents the number of evaluators and 20 represents the weight of the cost/price evaluation criteria.

L. BEST AND FINAL OFFERS (“BAFO”)

1. After all interviews and/or oral presentations have been completed, each of the Proposers in the competitive range may be afforded the opportunity to amend its proposal and submit a BAFO, if the BAFO step of the evaluation process is deemed necessary, and the request shall include:
 - a. Notice that discussions/negotiations are concluded.
 - b. Notice that this is the opportunity for submission of a BAFO.
 - c. A common date and time for submission of written BAFOs, allowing a reasonable opportunity for preparation of the written BAFOs.
 - d. Notice that if any modification to a proposal or BAFO is submitted, it must be received by the date and time specified for the receipt of BAFOs and is subject to the late submissions, modifications, and withdrawals of proposals provisions of the RFP.
 - e. Notice that if Proposers do not submit a BAFO or a notice of withdrawal and another BAFO, their immediate previous Offer will be construed as their BAFO.
 - f. Any modifications to an initial proposal made by a Proposer in its BAFO, shall be identified in the BAFO. The Evaluation Team will evaluate the BAFO using the same criteria used to evaluate the original Proposals, for items that have been re-addressed in the BAFO. BAFO final scores and rankings within each criterion will be tabulated and ranked for consideration according to the relative degrees of importance of the criteria.

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2. The proposal which is most advantageous to the District based on the tabulated results will be recommended to the AC Transit Board of Directors (if applicable), otherwise to the General Manager for approval. The results of the evaluations and the selection of a proposal for any award will be documented. The District reserves the right to reject any and all proposals. The District also reserves the right to award in whole or in part, by line item or group, or to make multiple awards, whichever is in the best interests of the District.
3. The AC Transit Board of Directors have the option of accepting the recommendation or of making an award to another firm if it feels that such a selection is in the best interests of AC Transit and public transit in the metropolitan Bay Area.

23. AWARD PROCESS

- A. Candidates are encouraged to submit their best offer initially. The District's Board of Directors will award to the candidate whose proposal presents the best value to the District.
- B. All proposals may be rejected if such action is determined to be in the best interest of the District.
- C. The District reserves the right to cancel all or part of the RFP and to waive any minor irregularities or informalities in responsive proposals.
- D. If a contract award is approved, each candidate will be notified of the award in a timely manner.
- E. Issuance of the RFP does not commit the District to a contract award, or to pay costs incurred in proposal preparation or presentation.

24. PROTEST PROCEDURES

- A. Protest based upon the content of the solicitation: Any protest concerning the contents of the solicitation must be filed prior to the proposal submission date.
- B. Protest based upon grounds other than the content of the solicitation: Protests must be filed no later than fifteen (15) calendar days after the District's notice of intent to award, or notice of award, or notice of non-award; whichever occurs first.

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- C. Copies of the District's Procurement Protest Procedures may be obtained online at:

<http://www.actransit.org/about-us/board-of-directors/board-policies/>

**FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS SET FORTH
IN THE DISTRICT'S PROTEST PROCEDURES MAY RESULT IN
REJECTION OF THE PROTEST.**

25. CONFLICT OF INTEREST

By signing this RFP and any associated contract, the proposing party ("Contractor") represents that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under the envisioned agreement. The proposing party further agrees that in the performance of such agreement, no person having any such interest shall be employed by the proposing party, and that it will receive no commissions or other payments from parties other than the District as a result of work performed under such agreement..

Failure to comply with these obligations will constitute a basis for termination for default and the collection of any damages.

26. TERMINATION / RESOLUTION OF DISPUTES

A. TERMINATION FOR CONVENIENCE OF DISTRICT

The performance of work or delivery of products under this contract may be terminated in whole or in part by the District upon written notice to the contractor in accordance with this clause whenever the District determines that such termination is in its best interests. After receipt of said notice, contractor shall stop work on this contract on the date and to the extent specified in said notice, terminate all applicable orders and subcontracts, and complete performance of all work as shall not have been terminated by said notice. After receipt of said notice, contractor shall submit to the District its termination claim setting forth Contractor's actual, direct and unavoidable costs incurred which cannot be canceled as a result of said termination together with such information as may be required by the District to evaluate the claim. The determination of the District on the claim shall be final subject only to an appeal pursuant to the dispute resolution procedures set forth in Subsection E below.

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B. TERMINATION FOR DEFAULT.

1. Should the Contractor be in default and fail to remedy this default within ten (10) calendar days after receipt from the District of a notice of default (or in the case of a default that cannot be remedied within ten (10) calendar days, to commence to cure said default within said ten (10) calendar days and thereafter diligently pursue said cure until the default is remedied), the District may in its discretion terminate this contract or such portion thereof as the District determines is most directly affected by the default.
2. The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of this contract; abandonment, assignment, delegation, or subcontracting of this contract without approval of the District; bankruptcy or appointment of a receiver for Contractor's property; failure of contractor to perform the services or other required acts within the time specified for this contract or any extension thereof; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of this contract in bad faith.

C. TERMINATION FOR FORCE MAJEURE

The performance of work or delivery of products under this contract may be terminated in whole or in part by the District upon written notice to the contractor in accordance with this clause whenever the District determines that such termination is in its best interests. After receipt of said notice, contractor shall stop work on this contract on the date and to the extent specified in said notice, terminate all applicable orders and subcontracts, and complete performance of all work as shall not have been terminated by said notice. After receipt of said notice, Contractor shall submit to the District its termination claim setting forth Contractor's actual, direct and unavoidable costs incurred which cannot be canceled as a result of said termination together with such information as may be required by the District to evaluate the claim. The determination of the District on the claim shall be final subject only to an appeal pursuant to the dispute resolution procedures set forth in Subsection E below.

D. DISPUTES.

Performance During Dispute: Unless otherwise directed by the District, Contractor shall continue performance under this contract while matters in dispute are being resolved. Further, the District shall pay Contractor for any undisputed work performed by contractor prior or during the resolution of the matters in dispute.

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E. ALTERNATIVE DISPUTE RESOLUTION /MANDATORY ARBITRATION

1. Notice of Dispute/Negotiated Resolution.

In the event that there is any controversy, claim or dispute between the District and the contractor arising out of or related to this contract or the breach hereof, that has not been resolved by informal discussions and negotiations, either party may, by written notice to the other, invoke the formal dispute resolution procedures set forth herein. The written notice invoking these procedures shall set forth in reasonable detail the nature, background and circumstances of the controversy claim or dispute. During the thirty (30) days following said written notice, the parties shall meet, confer and negotiate in good faith to resolve the dispute.

2. Mandatory and Binding Arbitration.

- a. In the event that any controversy, claim or dispute between the District and the contractor arising out of or related to this contract, or the breach hereof, cannot be settled or resolved amicably by the parties during the thirty (30) day period of good faith negotiations provided for above, then either or any party hereto may submit said controversy, claim or dispute for binding arbitration before a single neutral arbitrator in accordance with the provisions contained herein and in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("Rules"); provided, however, that notwithstanding any provisions of such Rules, the parties to the arbitration shall have the right to take depositions and obtain discovery regarding the subject matter of the arbitration, as provided in Title III of Part 4 (commencing with Section 1985) of the California Code of Civil Procedure, as and to the extent that the arbitrator deems fair and reasonable. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator shall determine all questions of fact and law relating to any controversy, claim or dispute hereunder, including, but not limited to, whether or not any such controversy, claim or dispute is subject to the arbitration provisions contained herein.

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- b. Any party desiring arbitration shall serve on the other party or parties and the San Francisco Office of the American Arbitration Association, in accordance with the aforesaid Rules, its Notice of Intent to Arbitrate (“Notice”). The parties shall select a single, neutral arbitrator who is generally familiar with the factual and legal issues that relate to this contract and the dispute to be resolved by arbitration. In the event that the parties are unable to agree on a neutral arbitrator, then one shall be selected in accordance with the rules. The arbitration proceedings provided hereunder are hereby declared to be self-executing and it shall not be necessary to petition a court to compel arbitration.
- c. The parties to the arbitration shall share equally all costs of the arbitration, including the fee of the neutral arbitrator, and each party shall bear its own costs. The arbitrator shall have the authority, in accordance with the provisions of this contract, to award to the prevailing party its costs, including its share of the arbitration costs, and reasonable attorneys’ and expert witness fees and expenses.
- d. If a controversy, claim or dispute arises between the parties which is subject to the arbitration provisions hereunder, and there exists or later arises a controversy, claim or dispute between the parties, or either of them, and any third party, which controversy, claim or dispute arises out of or relates to the same transaction or series of transactions, said third party controversy, claim or dispute shall be consolidated with the arbitration proceedings hereunder; provided, however, that any such third party must be a party in a contract with either of the parties which provides for the arbitration of disputes thereunder in accordance with rules and procedures substantially the same in all material respects as provided for herein or, if not, must consent to arbitration as provided for hereunder.
- e. All Arbitration proceedings shall be held in Oakland, California.
- f. The Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be

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made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

27. INSURANCE REQUIREMENTS

It is strongly recommended that contractors confer with their respective insurance carriers and/or brokers to determine in advance of proposal submission the availability of insurance coverage as required under this solicitation. Failure to comply with the insurance requirements may result in disqualification from award of the contract. Compliance with insurance requirements hereunder is considered a material term of the contract.

Contractor shall procure and maintain for the duration of the contract and for a period of three years thereafter or the period of any contract warranties, whichever is longer, insurance against claims for injuries to persons or damages for property which may arise from or in connection with the performance of the work hereunder by the contractor, contractor's agents, representatives, employees or subcontractors. The District reserves the right to alter, amend, increase or otherwise modify the insurance requirements stated herein.

A. Coverage shall be at least as broad as:

1. Automotive Liability coverage is to be equal to Insurance Services Office Business Auto Form CA0001 covering Automobile Liability.
2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
3. Professional Errors and/or Omissions insurance appropriate to Contractor's profession.

B. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If aggregate limit is used, either separate aggregate limit shall apply or aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

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3. Workers' Compensation: Workers' Compensation limits as required by State of California and Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.
 4. Errors/Omissions Liability: \$1,000,000 per occurrence.
- C. Deductible and/or self-insured retentions must be declared to and approved by the District. The District reserves the option to require insurer to reduce or eliminate such deductible and self-insured retention as to District and/or require Contractor to procure a bond guaranteeing payment of any deductible or self-insured retention of losses, related investigations, claims, administration and defense expenses.
- D. Policies are to contain the following provisions:
1. General Liability and Automotive Liability
 - a. The District, its officers, officials, Board of Directors and employees are to be covered as additional insureds as respects to liability arising out of activities performed on behalf of Contractor, products and completed operations of Contractor, premises owned, occupied or used by Contractor, and automobiles owned, leased, hired or borrowed by Contractor. Coverage shall contain no special limitation on scope of protection afforded to the District, its officers, Board of Directors, officials or employees.
 - b. For any claims related to this contract, Contractor's insurance coverage shall be primary insurance as respects to the District, its officers, officials, Board of Directors and employees. Any insurance or self-insurance maintained by District, its Board of Directors, officers, officials or employees shall be in excess of Contractor's insurance and shall not contribute with it.
 - c. Any failure with reporting provisions of the policies including breaches of warranties, shall not affect coverage provided to the District, its officers, Board of Directors, officials or employees.
 - d. 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 insurer's liability.

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2. Workers Compensation and Employers Liability

Insurer shall agree to waive all subrogation rights against the District, its officers, Board of Directors, officials and employees for losses arising from work performed by the Contractor.

3. All Coverages

- a. Each policy required shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party or reduced in coverages or limits, except after 30 days prior written notice by certified mail, return receipt requested, has been given to the District.
- b. Each policy is to be on an "Occurrence" form. "Claims Made" form requires prior approval by the District as well as Contractor required to provide acceptable evidence of policy retroactive date and to maintain coverage with same retroactive date for a period of not less than five (5) years following termination of services.

4. Acceptability of Insurance

Insurance is to be placed with California admitted insurers having a current A.M. Best & Co. rating of no less than "A-VII".

5. Verification of Coverage

Contractor shall furnish the District with appropriate Certificates of Insurance and Endorsements effecting coverages required and signed by a person authorized by insurer to bind coverage. Certificates and Endorsements are to be received and approved by the District prior to commencement of any work under Contract. The District reserves the right to require certified copies of all required insurance policies.

6. Other Requirements

- a. Should any work under this Contract be sublet, Contractor shall require each subcontractor to comply with all of Contract's insurance provisions and provide proof of such compliance to the District.

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- b. These insurance requirements shall not in any manner limit or otherwise qualify liabilities and obligations assumed by Contractor under this Contract, including indemnification provisions.
- c. Compliance with these insurance requirements is considered a material part of the Contract. Breach of any such provision may be considered a material breach of Contract and result in action by the District to withhold payment and/or terminate Contract.

28. EQUAL OPPORTUNITY/NON DISCRIMINATION

It is the policy of the District to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which minority and small/local business can compete for all District contracts. In connection with the performance of this contract, the contractor will cooperate with the District in furthering the District's policy.

29. SMALL LOCAL BUSINESS PROGRAM

AC Transit has established a Small Local Business Procurement Program (Board Policy 351) to ensure that small local business enterprises have a meaningful opportunity to participate in AC Transit's procurements. AC Transit believes that a Small Local Business Procurement Policy can provide support to small local businesses and enable them to more effectively compete for AC Transit procurements, especially those businesses that have been at a disadvantage in the past. Under the current Policy, a Small Local Business is a business which meets the U.S. Government's Small Business Administration (SBA) size standard and is located within AC Transit's geographical service area.

Contractors doing business with AC Transit are encouraged to utilize small local businesses in their subcontracts. Contractors responding to this solicitation shall complete and submit with their response, the Small Local Business Procurement Worksheet (Attachment No. 3), which indicates whether they intend to use small local businesses in the contract to be awarded, and, if so, the percentages of contract work to be allocated to small local businesses. Contractors can contact Mr. Phillip McCants, Contract Compliance Administrator for information on SLBE/DBE resources at pmccants@actrantist.org.

30. INDEPENDENT CONTRACTOR

Whether Contractor is a corporation, partnership, or other legal entity, Contractor is considered an independent contractor whose duties will be performed with the

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understanding that Contractor has special expertise as to the services which Contractor is to perform; and, is customarily engaged in the performance of the same or similar services for others. Contractor shall control the manner in which the services are performed; however, the District shall specify the nature of the services and the results to be achieved. Contractor is not to be deemed an employee or agent of the District and has no authority to make any binding commitments or obligations on behalf of the District except to the extent expressly provided herein.

31. SUBCONTRACTING

Contractor shall not subcontract services, in whole or in part, without the District's prior written approval. Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of Contractor specified in this Contract. Notwithstanding the District's approval of a subcontractor, Contractor shall remain obligated for full performance of this Contract and the District shall incur no obligation to any subcontractor. Contractor shall indemnify, defend, and hold the District harmless from all claims of subcontractors.

32. PROMPT PAYMENT TO SUBCONTRACTOR

Subject to Section 31 above, the Contractor shall pay any subcontractors approved by the District for work that has been satisfactorily performed no later than seven (7) days from the date of Contractor's receipt of payments by the District. Within sixty (60) days of satisfactory completion of all work required of the subcontractor, Contractor shall release any payments withheld to the subcontractor. Upon subcontractor approval by the District, the Contractor shall complete and sign a Prompt Payment Act Affidavit related to an awarded Contract.

33. RECORDS

- A. During normal business hours, and with or without notice, District staff, or its auditors, shall have the right to examine and audit securities, cash and other records held by the firm.
- B. If any audit of records by the District discloses that Contractor prices were in excess of the amount to which Contractor was entitled, the Contractor shall promptly pay to the District the excess amount. If the excess is greater than one (1) percent of the contracted price, Contractor shall also reimburse the District its reasonable costs incurred in performance of the audit.

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34. ASSIGNMENT TO SUCCESSORS

The firm shall provide the District sixty (60) days' written notice of any takeovers, mergers, or acquisitions. In the event that there is a takeover, merger, or acquisition, the terms of this Contract shall automatically continue as long as the firm can continue to meet all required terms of this Contract. The District may, at its discretion and with 60 days written notice to the firm, choose to terminate this Contract upon notice of a takeover, merger, or acquisition.

35. APPLICATION OF FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS

During the Contract period of performance the Contractor shall be subject to and comply with all current and new FTA, Federal, State and/or local laws, regulations, policies, procedures, and directives, and shall adhere to all financial privacy laws and regulations. Contractor agrees that the most recent of such Federal requirements will govern the administration of a contract at any particular time, except if there is sufficient evidence in the Contract of a contrary intent. To achieve compliance with changing requirements, the Contractor agrees to include in all agreements with subcontractors a statement that Federal requirements may change and that any changed requirement will apply.

36. CONTRACT TYPE

This RFP shall result in an time and materials based services contract.

37. PERIOD OF PERFORMANCE

The base period of performance shall be from July 15, 2015 to July 14, 2016.

38. CONTRACT ADMINISTRATION

- A. Michael Daly, Contract Specialist, will administer the contractual and operational aspects of the contract.

Changes to the Scope of Services, contract fees, and quantity, quality, or delivery schedules, shall be coordinated with the Project Manager in conjunction with the Contract Specialist and will be made official by a properly executed amendment and finalized with a Purchase Order.

- B. Any proposed change or amendment, and all correspondence that in any way concerns a term and/or condition of this Contract shall be submitted directly to the Contract Specialist at: Purchasing Department, AC Transit

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District, and 1600 Franklin Street 8th Floor, Oakland, California 94612, and telephone (510) 891-5496.

C. Performance Interference

Contractor shall immediately notify the Contract Specialist or Purchasing Manager of any occurrence or condition that interferes with the full performance of the Contract via email on proposers letterhead with authorized representative signature. Signature must be in blue ink. If notification is through telephone exchange, the Contractor is required to follow with a written notification within twenty-four (24) hours of the occurrence via email on proposers letterhead with authorized representative signature. Signature must be in blue ink.

39. PROGRAM MANAGER

- A. The Purchasing Department will be the primary point of contact for the District, coordinating program management between the Contractor, Contract Specialist, and Purchasing Manager. Technical project questions, issues and requests for clarifications should be directed to:

Beverly Greene
AC Transit
1600 Franklin Street, 7th Floor
Oakland, CA 94612
510/891-7255

- B. All issues, decisions or potential Contract changes, in conflict with any term and/or condition of the Contract, are to be coordinated with the Purchasing Department prior to a final determination.
- C. The Program Manager on behalf of the District will monitor Contractor performance. This includes, but is not limited to the following considerations:
1. Administrative Requirements
 - a. Does the Contractor maintain sound administrative policies and procedures to meet contract requirements?
 - b. Are procedures in place to monitor Work Order tasks?

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2. Operational Management

Are there monitoring records for personnel performing specified tasks under a Work Order.

3. Financial Management

Is there an adequate internal accounting control system? Did the Contractor submit all invoices and/or other fiscal reports and responses in a timely manner?

40. INVOICES

Invoice scheduling and format shall be coordinated with the Program Manager based on compliance with task deliverables.

41. PAYMENT

A. Contractor shall submit invoices, in duplicate, to the Accounts Payable as follows.

Alameda-Contra Costa Transit District
Attn: Accounts Payable
1600 Franklin Street
Oakland, CA 94612

B. Invoices shall include line item fees as defined under Exhibit A - Cost Proposal listing specific task fees accompanied by supporting documentation:

NOTE: Invoice fees shall include all deliverables required by a project.

C. Payment for performed services shall be made in accordance with the negotiated Exhibit A - Cost Proposal. Each invoiced payment will be contingent upon satisfactory performance and the receipt and acceptance of the required deliverable by the Program Manager. All invoices shall be complete, accurate, easily understood and accompanied by substantiating documents.

D. Payment will be made within Net 30 Days after receipt of a proper invoice as approved by the Program Manager. The District and the Contractor must mutually agree upon any adjustment in payment.

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- E. INVOICES MUST BE DATED AND MUST REFERENCE THE CONTRACT, AND PURCHASE AND WORK ORDER NUMBERS. FAILURE TO INCLUDE THIS INFORMATION COULD DELAY PAYMENT.

42. PROHIBITED INTERESTS

Contractor shall include a clause, substantially similar to clause number 12 of the *General Conditions, Instructions, and Information for Offeror* at the beginning of this RFP, in any subcontracts for the performance of advisory and assistance services under the Contract. A written disclosure statement will remain on file. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or mitigate, the conflict to the satisfaction of the District.

43. NOTICES

Any notice which may be required under this Contract shall be in writing, shall be effective when received, and shall be given by personal service or by certified or registered mail, return receipt requested, to the addresses set forth below or to such other addresses which may be specified in writing by the parties to this Contract.

DISTRICT:

CONTRACTOR

Purchasing and Materials Manager
AC Transit
1600 Franklin Street, 8th Floor
Oakland, California 94612

44. GOVERNING LAW

All matters arising under the Contract shall be governed by California and Federal law as applicable.

45. VENUE

In the event of a dispute or breach of contract, venue shall be in Alameda County, California

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46. VENDOR REGISTRATION

Online Vendor Registration is required prior to contract award. Interested candidates should access www.actransit.org, select: Doing Business with AC Transit, Vendor Login and Registration, and Vendor Registration, to register as an Online Purchasing User. To complete the process, include a W-9, Request for Taxpayer Identification Number and Certification (containing original signature) in proposals. If online access is not available, contact the Purchasing Department for instructions.

47. FURTHER INFORMATION

For further information prospective proposers may contact Michael Daly, by calling (510)891-5496, or by email @ wdaly@actransit.org between the hours of 9:00 a.m. and 5:00 p.m., Pacific Time, Monday through Friday, holidays excepted.

(END OF SPECIAL CONDITIONS)

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DEMAND RESPONSIVE FLEX SERVICES
PERIOD OF PERFORMANCE JULY 15, 2015- - JULY 14, 2016
SPECIAL CONDITIONS

ATTACHMENTS AND EXHIBITS

Exhibit A – Cost Proposal Form

Exhibit B – Scope/Statement of Work

Attachment No. 1 Sample Contract

Attachment No. 2, Designation of Subcontractors

Attachment No. 3, Small, Local Business Procurement Worksheet

Attachment No. 4, Proposer Qualifications and Business Reference Questionnaire

Attachment No. 5: Certification of Addendum, Insurance Requirements and
Determination of Responsibility Requirements

Attachment 6, Prompt Payment Affidavit (to be submitted to Contract Compliance
Administrator if applicable)

**Note: if you are proposing subcontracting work, please include the Attachment 1,
2 and 3 within Envelope #2.**

Attachment 2, Designation of Subcontractors

Attachment 3 Small, Local Business Procurement Worksheet

Board Report:

http://www.actransit.org/wp-content/uploads/board_memos/1_14-247%20Line%20275%20Flex.pdf

**DEMAND RESPONSIVE FLEX SERVICES
 PERIOD OF PERFORMANCE JULY 15, 2015- - JULY 14, 2016
 EXHIBIT A – COST PROPOSAL FORM**

Contract Task Item/Description	<u>Estimated Hours/Rate</u>	<u>Estimated Hours/Rate</u>	<u>Estimated Hours/Rate</u>	<u>Estimated Hours/Rate</u>	
<i>Totals by task item assume completion of all tasks, delivery of task #'s, and any and all costs for completion of tasks as described in the scope of work</i>					
	<u>Project Manager</u>	<u>Senior Consultant</u>	<u>Junior Consultant</u>	<u>Admin</u>	<u>Task Cost</u>
Task 1: Develop a Work Plan					
Task 2: Develop a Software Solution Design					
Task 3: Provide Bi-Weekly Status Reports					
Task 4: Provide Monthly Project Status Reports					
Task 5: Develop an Installation Plan					
Task 6: Install and Implement Software and Hardware Components					
Task 7: Provide System and User Training					
Task 8: Provide Project Management					
Task 9: Provide Technical Support					
TOTAL COST ALL TASKS					\$
TRAVEL					\$
GRAND TOTAL					\$

DEMAND RESPONSIVE FLEX SERVICES
PERIOD OF PERFORMANCE JULY 15, 2015 - JULY 14, 2016
EXHIBIT B – SCOPE/STATEMENT OF WORK

Required Scope of Work and Deliverables

A. Background

Throughout much of its service district, AC Transit operates in areas where relatively low passenger demand makes operating traditional, fixed-route bus service challenging. As the District works to enhance service in District 2 (the areas of Fremont and Newark), new models are needed to deliver service in an attractive, cost effective, and efficient manner.

From October 2013 through April 2014, the District convened a Mobility Management Task Force, which included staff from the Planning and Public Works Departments of Fremont and Newark, representatives from the District's operator's union, the Amalgamated Transit Union (ATU) Local 192, and members of AC Transit's Board of Directors. The Task Force drafted a plan to increase service to fifteen-minute frequencies on key arterials and introduce demand responsive flexible service in zones connected to the high frequency arterials and to BART.

The Line 275 Demand Responsive Flex Service Pilot is a recommendation from the Task Force to test the performance and appeal of an open, general public demand responsive transit (DRT) service in District 2. Line 275 was chosen for the pilot because it is one of the lowest performing routes in the District. The existing fixed route service will remain in place for the first three months of the pilot period before being phased out. The flex service pilot will not alter the District's ADA paratransit obligations.

While the concept of DRT is not new, advancements in automated scheduling, dispatch, and reservation systems, coupled with the greater prevalence and use of mobile technology by the general public, make DRT a more appealing service for the District to pursue.

Service Model

The flex service pilot will operate out of AC Transit's Division 6 in Hayward, CA. It will be operated by AC Transit operators through a regular run assignment process. Fares and fare collection will be identical to AC Transit's fixed route service.

The service will operate in a zone of roughly 7 square miles bounded by Decoto Road, Enterprise Drive, Newark Boulevard, and Thornton Avenue. It is envisioned that the pilot will operate from bus stop to bus stop rather than door-to-door, with pick-ups allowed at all bus stops that would otherwise be eliminated with the phasing out of line 275. There are approximately 50 such bus stops within the zone. Service hours will be identical to the line 275, which currently operates from 6:00am to 8:00pm on weekdays.

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EXHIBIT B – SCOPE/STATEMENT OF WORK

Passengers should be able to schedule a trip via phone, internet, or mobile application. The service should also allow passengers to board spontaneously at one or more “schedule points,” defined as stops within the zone with published departure times. There will be at least one schedule point at Ardenwood Park and Ride where passengers should be able to board the bus every 30 minutes. Other schedule points may be configured as needed within the zone.

B. Scope of Work

The District is seeking proposals for the development and implementation of a technology platform to support the Line 275 Flex Service pilot project. The platform should support fully automated scheduling, dispatch, and reservations, allowing passengers to book trips in real-time via phone, internet, and mobile application. The key components of the platform as envisioned by the District are outlined below.

Goals

- Provide a safe, reliable, cost-effective DRT service that accommodates both scheduled and spontaneous passenger boarding
- Maintain or improve the productivity and cost-effectiveness of line 275
- Integrate on-demand trip planning and technology into AC Transit service delivery

Proposals should consist of the following major components:

1. Software Component

The District is seeking a technology platform that can facilitate fully automated demand responsive scheduling, dispatch, and fleet management for a fleet of 2 vehicles operating in a zone of roughly seven square miles. The technology platform should facilitate a fully automated reservation system that can process trip requests via phone, internet, and mobile phone application. The platform should include an integrated web-based reservation system that can be used by the District’s customer call center agents to process trip reservation requests over the phone. There should be no advanced reservation requirements in the system. Pick-up and drop-off windows (i.e. e. the buffer around pick-up and drop-off times) should be kept to 10 minutes or less. The system should be able to offer alternative trip times if a passenger’s original trip request cannot be accommodated. Passengers should receive SMS notification of vehicle arrival times and, preferably, be able to track and get estimated pick up times via a mobile application running on internet enabled devices. Subscription or standing trips should be accommodated. The software should minimize the number of rejected trips and allow for real-time trip insertion even if the most logical vehicle for a requested trip has already begun its tour.

The administrative interface should allow for real time monitoring and assessment of schedule adherence, vehicle locations, passenger manifests, and driver

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EXHIBIT B – SCOPE/STATEMENT OF WORK

performance. It should be accessible via standard web browsers and from any commonly used internet-enabled device, and should provide options to generate reports and extract operational data for analysis. District staff will not be engaged in active line management so the majority of scheduling and fleet management functions need to be automated.

The platform should be based on a sophisticated scheduling algorithm that can handle both scheduled and spontaneous trip requests. Spontaneous trips will be restricted to originate from schedule points, which will be defined as bus stops with published arrival and departure times. Passengers may board the vehicle at these points without prior reservation and request to be dropped off at any stop within the service area zone. A unique challenge facing the District is that due to labor and contractual obligations, vehicle operators will likely have minimal involvement with the reservation system. Therefore, as many operator functions as possible should be automated, such as updating passenger manifests, displaying driving instructions, scheduling spontaneous trips, and perhaps even signaling the beginning and end of individual passenger trips.

This will pose a particular challenge for accommodating spontaneous boardings at schedule points. For these trips, it is assumed that passengers will be required to use the phone, web, or mobile application service just prior to boarding. These requests will need to be processed and sent back to the vehicle in real time. The Proposer should evaluate additional alternatives for accommodating spontaneous boardings, such as the installation and integration of a low-cost, low-maintenance reservations kiosk at schedule points, or a fast and easy to use menu of drop-off locations for operators to use should they be required to handle drop off requests.

2. Hardware Component

A mobile data terminal (MDT) or tablet computer shall be installed on each of the vehicles participating in the pilot, with appropriate mounting brackets and other necessary hardware. There will be two in service vehicles and one spare vehicle. An additional spare device should be provided. Transferring tablets between vehicles should be easy.

The MDT software should enable real-time data communication, including vehicle location, operator speeds; passenger manifest updates, and scheduled pick-ups and drop-offs. The operator user interface should be safe and easy to use, and include audible and color coded messaging indicating passenger updates and stop changes. Driving instructions should be available in list, map, and turn-by-turn voice instructions to ensure safe operation.

DEMAND RESPONSIVE FLEX SERVICES
PERIOD OF PERFORMANCE JULY 15, 2015 - JULY 14, 2016
EXHIBIT B – SCOPE/STATEMENT OF WORK

3. Customization

The software platform should be flexible enough to accommodate the District's service and operational requirements, such as schedule points, spontaneous boardings, and the District's operational rules.

4. Training and Technical Support

Candidates should outline an orientation and training plan that ensures thorough training of key personnel in the equipment and features of the technology platform. The plan should also include time to test the system on the road prior to launch.

Candidates should 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 as soon as they are available.

The District requires that the software platform be delivered as a Software as a Service (SaaS) approach.

5. Performance Monitoring

Candidates should propose metrics for evaluating the performance of the pilot. These should include standard measures included in AC Transit's Key Performance Indicators (KPI) program, such as on-time performance, passengers per hour, passengers per trip, fare box recovery, and subsidy per passenger, as well as others deemed necessary by the Proposer. These metrics will be used by staff to determine whether to recommend to the AC Transit Board of Directors that the pilot continue or be expanded to other areas.

C. Work Plan Summary

Task 1: Develop a Work Plan

The successful candidate ("Contractor") shall develop a draft Work Plan for submission to the AC Transit Project Manager 15 business days after the Notice to Proceed. This plan shall include the schedule for submitting all draft and final documents as outlined in the deliverables table in this section. This Work Plan shall contain the following elements, but will not be limited to:

- a. Work requirements separated into activities and phases
- b. Identification of key staff by work activity
- c. Identification of schedule start and stop dates for each activity

DEMAND RESPONSIVE FLEX SERVICES
PERIOD OF PERFORMANCE JULY 15, 2015 - JULY 14, 2016
EXHIBIT B – SCOPE/STATEMENT OF WORK

Task 2: Develop a Software Solution Design

Using the service model and description of work above as a basis, the Contractor shall design and document processes and functionalities as they are to be implemented within the software component of the project. The Contractor shall document modules, platforms, and services that will be implemented to meet the District's needs, desired service model, and work rules as described above.

Task 3: Provide Bi-Weekly Status Reports

The Contractor shall provide bi-weekly comprehensive written progress reports to the AC Transit Project Manager on completed tasks, deliverables, and all issues resolved during the 2-week period, with an explanation and new date for unmet tasks and deliverables. The status report will also provide a forecast of activities and expected deliverables for the upcoming 2-week period.

Task 4: Provide Monthly Project Status Reports

The Contractor shall provide written monthly status reports detailing progress in achieving the objectives of the work plan and highlighting those items in the critical path. The monthly status report shall contain, at a minimum:

- a. Project Status
- b. Updated Project Schedule
- c. Status of Deliverables
- d. Activities for the upcoming month
- e. Expected deliverables for the upcoming month
- f. Red-flag issues
- g. Task owners

Task 5: Develop an Installation Plan

The Contractor shall develop an installation plan that will be approved by the AC Transit Project Manager. The installation plan will detail all of the necessary tasks and the schedule to complete the installation of software and hardware as well as all tasks included in the Software Solution Design document including:

- a) A plan outlining all tasks necessary to prepare AC Transit for the software installation
- b) AC Transit staff and resources required during the installation, testing and acceptance activities
- c) Contractor personnel and resources assigned to the data-related tasks, installation, testing and acceptance activities

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- d) Timeline and sequence of all installation, data-related testing and acceptance tasks
- e) Functional test procedures
- f) Training curriculum, schedule and other training related requirements
- g) Mock Go-live and Go-live procedures
- h) Roll-out procedures
- i) Post-Go-Live procedures
- j) Problem Resolution Procedures

Task 6: Install and Implement Software and Hardware Components

In conformance to the Software Solution Design and Installation Plan, the Contractor shall perform the following:

- a) Installation of the suite of modules contained in the software component
- b) Application of all configurations identified in the Software Solution Design
- c) Installation of Mobile Data Terminals (MDTs), including necessary hardware, on pilot vehicles.
- d) Test suite of modules.
- e) System acceptance testing
- f) Mock go-live
- g) Go live/roll out

Task 7: Provide System and User Training

The Contractor shall provide software training and manuals for the requisite number of AC Transit staff needed to implement the pilot project. This shall include a list, description, and step-wise written instructions for users on how to generate canned reports from the system. The District has a sixteen (16) workstation computer training facility that is available to all District departments for training. The Contractor shall work with the District to determine the most effective method of training on the software as well as the most cost effect method for training requisite users.

Task 8: Provide Project Management

Project management will be a key responsibility of the Contractor, and a continuous function. The Contractor's Project Manager assigned to the AC Transit project shall have the authority to make commitments and decisions that are binding on the Contractor and any sub-contractors. AC Transit will designate a project manager to coordinate all AC Transit project activities. All communications between AC Transit and the Contractor shall be coordinated through their respective Project Managers. In the area of Project Management, the Contractor shall provide:

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EXHIBIT B – SCOPE/STATEMENT OF WORK

- a) Maintains and updates the work plan as approved by the AC Transit Project Manager.
- b) Coordinates project resources and work so that milestones are met in an efficient manner. Tasks will be laid out so as to minimize implementation time and cost while taking into consideration resource and time constraints such as AC Transit staff availability. The Consultant and AC Transit Project Managers will ensure that individuals performing tasks have appropriate skill levels and credentials.
- c) Coordination of sub-contractor (if any) activity. The consultant's project manager will ensure that individuals performing tasks have appropriate skill levels and credentials.
- d) Coordination of all required deliverables including, installation and configuration of software and hardware, documentation and training as required by the contract.

Task 9: Provide Technical Support

The Contractor shall provide options for ongoing technical support for the duration of the pilot project, which will be one year from the start of revenue service. The Contractor should 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 as soon as they are available. Technical support could include but is not limited to:

Application and User Support

- Phone and email responses to software failures or questions within 24 business 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.

Hardware Support

- Troubleshooting hardware or network failure.
- Availability of hardware experts to support District network engineers charged with maintenance, upgrade or replacement tasks.
- Assistance with technical recommendations focused on improving system performance.

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EXHIBIT B – SCOPE/STATEMENT OF WORK

High Level Activities/Milestones	Schedule
Task 1: Develop a Work Plan	Draft: 15 business days after notice to proceed Final: 10 business days after draft review and approval by District
Task 2: Develop a Software Solution Design	Draft: 15 business days after approval of work plan Final: 10 business days after draft review and approval by District
Task 3: Provide Bi-Weekly Status Reports	Initial: 20 calendar days after notice to proceed
Task 4: Provide Monthly Project Status Reports	Initial: 30 calendar days after notice to proceed; Every Friday by Close of Business thereafter
Task 5: Develop an Installation Plan	Draft: 10 business days after submittal of the draft software solution design Final: 10 business days after review and approval of the District
Task 6: Install and Implement Software and Hardware Components	TBD in installation plan
Task 7: Provide System and User Training	15 business days prior to initiation
Task 8: Provide Project Management	Initiated with notice to proceed
Task 9: Provide Technical Support	Initiated with beginning of revenue service

DEMAND RESPONSIVE FLEX SERVICES
PERIOD OF PERFORMANCE JULY 15, 2015- - JULY 14, 2016
ATTACHMENT NO. 1 - SAMPLE CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____ 2015 by, and between ALAMEDA CONTRA COSTA TRANSIT DISTRICT (hereinafter referred to as "District"), a special transit district established pursuant to California Public Utilities Code, Section 24501 et seq., and _____ (hereinafter referred to as "Contractor").

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK

Contractor shall furnish to the District all labor, equipment, supplies, material and services as specified in and in full accordance with the Request for Proposal (RFP) issued by the District entitled "**2015-1337 DEMAND RESPONSIVE SERVICES**" dated May __, 2015.

2. COMPONENT PARTS

This Contract shall consist of the following documents, each of which is on file with the District, and is incorporated into and made a part of the Contract by reference:

- A. This Contract
- B. RFP No. 2015-1337 and any addenda
- C. Contractor's submitted Proposal

3. PERIOD OF PERFORMANCE

Services under this Contract shall commence upon execution of the Contract by both parties and shall continue for one year, unless terminated by the District. Contractor shall not be held liable for delays resulting from problems of scheduling on the part of the District.

4. COMPENSATION

In return for said rights, the District will compensate the Contractor for the following:

All invoices shall be submitted to the District as follows:

Alameda-Contra Costa Transit District
Accounts Payable
1600 Franklin Street
Oakland, CA 94612
510/891-4771

The District's Treasurer, shall, within five (5) days after the receipt of each

DEMAND RESPONSIVE FLEX SERVICES
PERIOD OF PERFORMANCE JULY 15, 2015- - JULY 14, 2016
ATTACHMENT NO. 1 - SAMPLE CONTRACT

revenue compensation payment, approve, and notify the Contractor and the District's Program Manager. Revenue compensation payments requiring correction will be returned with a written description of the correction. Contractor shall make the necessary change(s) and resubmit. The District and the Contractor must mutually agree upon any adjustments in revenue compensation

Please reference the Contract Number and the Purchase Order Number on all submitted Invoices.

5. NOTICES

Any notice which may be required under this Contract shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below or to such other addresses which may be specified in writing by the parties to this Contract.

DISTRICT:

Purchasing Department
Attn: Purchasing and Materials Manager
1600 Franklin Street (8th Floor)
Oakland, CA 94612

CONTRACTOR:

6. ATTORNEY'S FEES

In the event that it becomes necessary for either party to bring a lawsuit to enforce any of the provisions of the Contract, the parties agree that the court having jurisdiction over such dispute shall have the authority to determine and fix reasonable attorney's fees to be paid to the prevailing party.

7. SEVERABILITY

If any provision of the Contract is declared void or unenforceable, such provision shall be deemed severed from this Agreement, which shall otherwise remain in full force and effect.

8. BINDING EFFECT

All of the terms, provisions and conditions of the Contract hereunder shall be binding upon and inure the parties hereto and their respective successors, assigns and legal representatives.

DEMAND RESPONSIVE FLEX SERVICES
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ATTACHMENT NO. 1 - SAMPLE CONTRACT

9. CONFLICT OF INTEREST

By signing this Contract, the Contractor covenants that it is presently has no interest, direct or indirect, which would conflict in any manner of degree with the performance of the services called for under this agreement. The Contractor further covenants that in the performance of this agreement, no person having any such interest shall be employed by the Contractor, and the Contractor receives no commissions or other payments from parties other than the District as a result of work performed hereunder.

10. GOVERNING LAW

This Contract, its interpretation and all work performed hereunder, shall be governed by the laws of the State of California.

11. PERFORMANCE WARRANTY

Contractor shall supply his standard warranty (ies) on defects in workmanship and material applicable to the materials, supplies or equipment furnished hereunder. The standard warranties should be no less than the minimum requirements stated in the Specifications. All warranties to commence after acceptance of delivery by the District unless otherwise stated. It is understood and agreed that the District does not waive any warranty either expressed or implied or any liability of the manufacturer or Contractor as may be determined by a decision of any court of the State of California or the United States.

12. INDEMNIFICATION

Contractor shall indemnify, keep and save harmless the District, its Board of Directors, officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage caused by the sole negligence or willful misconduct of the District.

13. TERMINATION AND TERMINATION FOR CONVENIENCE

In the event the Contractor fails to perform any of his obligations under this Contract, this Contract may be terminated effective after 10 days written notice and all of Contractor's rights hereunder ended. No new work will be undertaken and no new deliveries will be made after the date of receipt of such notice.

DEMAND RESPONSIVE FLEX SERVICES
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The District may terminate this Agreement for the District's convenience and without cause at any time by giving Contractor written notice of termination. In the event of termination, Contractor will be paid for those services performed or deliveries made pursuant to this Agreement to the satisfaction of the District up to the date of termination. In no event will the District be liable for costs incurred by Contractor after receipt of notice of termination.

14. NON-DISCRIMINATION

In connection with the execution of any Contract hereunder, the Consultant shall not discriminate against any applicant or employee on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sexual orientation, sex or age as defined in Section 12926 Government Code.

15. PROHIBITED INTERESTS

By submitting a bid, the bidder represents and warrants that neither the General Manager nor any Director, officer employee of the District is in any manner interested directly or indirectly in the bid or in the contract which may be awarded under it, or in any expected profits to arise therefrom (State of California Government Code section 1090 et Seq.). No member, director, officer or employee of the District, during his/her tenure or for one year thereafter, shall have an interest, direct or indirect, in this Contract or the proceeds thereof.

16. ENTIRE AGREEMENT

This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

**DEMAND RESPONSIVE FLEX SERVICES
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ATTACHMENT NO. 1 - SAMPLE CONTRACT**

IN WITNESS WHEREOF, the parties have executed this Contract on the dates set forth below.

**ALAMEDA-CONTRA COSTA
TRANSIT DISTRICT:**

CONTRACTOR:

**Kathleen Kelly
Acting General Manager**

Date

**Name
Title**

Date

Approved as to form and content:

**Denise Standridge
General Counsel**

Date

**SAMPLE
CONTRACT**

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**DEMAND RESPONSIVE FLEX SERVICES
PERIOD OF PERFORMANCE JULY 15, 2015- - JULY 14, 2016
 ATTACHMENT NO. 2 - DESIGNATION OF SUBCONTRACTORS**

If there is no opportunity for Sub-Contractor utilization, please indicate on the form with "N/A" and provide an explanation as to why not. This attachment is to be completed by Contractors – not contractor’s clients.

Attach additional copies of this form if more space is required.

Name:
Address:
Estimated dollar amount of subcontract & description of work:
Is the firm a DBE? (YES/NO/PENDING)
How many years has the firm been in business?
What are the firm’s gross annual receipts for the most recent three years?

Name:
Address:
Estimated dollar amount of subcontract: & description of work:
Is the firm a DBE? (YES/NO/PENDING)
How many years has the firm been in business?
What are the firm’s gross annual receipts for the most recent three years?

[END OF DESIGNATION OF SUBCONTRACTORS]

DEMAND RESPONSIVE FLEX SERVICES

PERIOD OF PERFORMANCE JULY 15, 2015- - JULY 14, 2016

ATTACHMENT NO. 3 - SMALL LOCAL BUSINESS PROCUREMENT WORKSHEET

Contractors doing business with the District are encouraged to utilize small local businesses in their subcontracts. Under the current Board Policy (351), a Small Local Business is a business that meets the U.S. Government’s Small Business Administration (SBA) size standard and is located within AC Transit’s geographical service area. Contractors can contact the Contract Specialist or Buyer assigned to this procurement for information on SLBE resources.

Contractors responding to this solicitation **shall** complete the following questions and include this Worksheet with their bid or proposal, indicating whether they intend to use Small Local Businesses in the contract to be awarded and, if so, the percentages of contract work to be allocated to Small Local Businesses. **Note: If small local businesses are utilized as subcontractors in a contract awarded from this RFP, Contractor shall submit to the District, on a monthly basis, a summary of those payments made to all subcontractors.** The form for reporting monthly payments to subcontractors will be supplied by the District to the successful contractor after contract award.

If there is no opportunity for Small Local Business utilization, please indicate on the form with “N/A” and provide an explanation as to why not.

Subcontractor name	SLBE	% of project work	Certification No.
Subcontractor name	SLBE	% of project work	Certification No.
Subcontractor name	SLBE	% of project work	Certification No.
Subcontractor name	SLBE	% of project work	Certification No.
Subcontractor name	SLBE	% of project work	Certification No.

(END OF SMALL LOCAL BUSINESS PROCUREMENT WORKSHEET)

DEMAND RESPONSIVE FLEX SERVICES
PERIOD OF PERFORMANCE JULY 15, 2015 - JULY 14, 2016

ATTACHMENT NO. 4

PROPOSER QUALIFICATIONS AND BUSINESS REFERENCE QUESTIONNAIRE

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

- 1. Name of Organization:
2. Telephone Number:
3. Number of Years in Business:
4. Organization is (check one): Corporation Partnership Association Joint Venture Sole Proprietorship Public Agency Quasi-Public Agency
5. If a California DBE, provide agency name that certified your firm:
6. Date firm organized
7. Employee/Tax Identification Number:
8. Organization's Address, Phone Number and Email Address:

Blank lines for providing organization details.

- 9. Average Annual Gross Receipts Spanning Most Recent 3 Years (check one): Less than \$500,000 \$500,000-\$1,000,000 Greater Than \$1,000,000

- 10. Name, Title, and Signature of Individual Providing the Above Data:

Blank lines for name, title, and signature.

- 11. Name, Title, and Telephone Number of the Organization's Authorized Representative:

Blank lines for authorized representative information.

- 12. List all major officers (including titles) in the Organization:

Blank lines for listing major officers.

- 13. If firm is a partially, or a fully owned subsidiary of another firm, an appropriate statement must be included identifying all levels of corporate management required to approve contracts relating to any project resulting from this RFP.

Blank lines for providing statement regarding subsidiary status.

DEMAND RESPONSIVE FLEX SERVICES
PERIOD OF PERFORMANCE JULY 15, 2015 - JULY 14, 2016

ATTACHMENT NO. 4

PROPOSER QUALIFICATIONS AND BUSINESS REFERENCE QUESTIONNAIRE

12. Indicate whether a specific corporation or joint venture would be formed for the sole purpose of receiving this Contract:

13. Organization's Credit References and, Dun and Bradstreet number (list name, address and telephone number of at least three, including business bank):

Contractors Dun and Bradstreet Number: _____

A. Reference

B. Reference

C. Reference

14. Has the firm ever been subject to a regulatory, state or Federal agency investigation for alleged improper, fraudulent, disreputable or unfair activities related to business practices? Have any employees ever been investigated? Explain.

15. Has a contract been "defaulted"? _____ If so, where, when and why?

How was it resolved?

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ATTACHMENT NO. 4

PROPOSER QUALIFICATIONS AND BUSINESS REFERENCE QUESTIONNAIRE

16. Has there been a past contract "debarment" action? If so, where, when and why?

Blank lines for response to question 16.

How was it resolved?

Blank lines for response to question 16.

15. Attach City, County, State Business License(s), Permit(s) copies to include dates and geographic areas of operation.

16. Firm experience. State the number of year's Contractor has provided like services for this RFP requirement. Years

17. List three current or past Public sector clients and contracts, whose services are comparable to or greater is size than the District's requirements. Include the contract value, scheduled contract completion date, a contact person, telephone number, email address and describe the level of services rendered for each contract.

A.

Form for client A: Firm Name, Street, City, State, Zip, Contact, Telephone Number, Email Address, Length of Service, Contract Value, Brief Description of Products & Services Provided.

B.

Form for client B: Firm Name, Street, City, State, Zip, Contact, Telephone Number, Email Address.

**DEMAND RESPONSIVE FLEX SERVICES
PERIOD OF PERFORMANCE JULY 15, 2015 - JULY 14, 2016**

ATTACHMENT NO. 4

PROPOSER QUALIFICATIONS AND BUSINESS REFERENCE QUESTIONNAIRE

Length of Service: MM _____ YR _____ To MM _____ YR _____

Contract Value: _____

Brief Description of Products & Services Provided: _____

C.

Firm Name: _____

Street: _____

City, State, Zip: _____

Contact: _____

Telephone Number: _____

Email Address: _____

Length of Service: MM _____ YR _____ to MM _____ YR _____

Contract Value: _____

Brief Description of Products & Services Provided: _____

[END OF REFERENCE QUESTIONNAIRE FORM]

DEMAND RESPONSIVE FLEX SERVICES
PERIOD OF PERFORMANCE JULY 15, 2015 - JULY 14, 2016
ATTACHMENT NO. 5- CERTIFICATION OF ADDENDUM, INSURANCE
REQUIREMENTS AND COMPLIANCE WITH RESPONSIBILITY REQUIREMENTS

I. RESPONSIBILITY CERTIFICATION

In submitting this/proposal, the undersigned certifies on behalf of its firm and any proposed subcontractors as follows:

Eligibility to Contract with District:

The proposing party warrants and represents that neither it, nor any of its employees or its subcontractors: (1) **have**, within a three-year period preceding this Proposal, been convicted of or had a civil judgment rendered against it or them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (2) **Are** presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in item (1) of this certification; and (3) **have** within a three-year period preceding this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Firm Offer:

If this offer is accepted within one hundred twenty (120) calendar days from the due date, the proposing party agrees to furnish any or all services upon which prices are offered at the designated price t within the time specified.

Receipt of Addenda:

The proposing party warrants and represents that it **has** received all Addenda issued by the District in connection with this Request for Proposal.

Insurance:

The proposing party **will** comply with the insurance requirements provided in Section 27. Insurance Requirements.

Integrity and Ethics:

The proposing party **has** a satisfactory record of integrity and business ethics, in compliance with 49 U.S.C. Section 5325(j)(2)(A).

Non-Debarment:

The proposing party **is not** included on the U. S. Comptroller General's Consolidated List of Persons or Firms currently debarred for violations of various contracts incorporating labor standards provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.

DEMAND RESPONSIVE FLEX SERVICES
PERIOD OF PERFORMANCE JULY 15, 2015 - JULY 14, 2016
ATTACHMENT NO. 5- CERTIFICATION OF ADDENDUM, INSURANCE
REQUIREMENTS AND COMPLIANCE WITH RESPONSIBILTY REQUIREMENTS

Public Policy:

The proposing party **is** in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325(j)(2)(B).

Administrative and Technical Capacity:

The proposing party **has** the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).

Licensing and Taxes:

The proposing party **is** in compliance with applicable licensing and tax laws and regulations.

Financial Resources:

The proposing party **has**, or can obtain, sufficient financial resources to perform the contract, as required by 49 U. S. C. Section 5325 (j)(2)(D).

Production Capability:

The proposing party **has**, or can obtain, the necessary, production, construction, and technical equipment and facilities.

Timeliness:

The proposing party **is** able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

Performance Record:

The proposing party **is** able to provide a satisfactory current and past performance record.

Non-Collusion:

The proposing party **has** made this bid independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to Request for Proposal/Bids/Qualifications with any other FIRM or with any other competitor.

Non-Conflict:

The proposing party covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services called for under this agreement. The Contractor further covenants that, in the performance of this agreement, no person having any such interest shall be employed by the Contractor, and that the Contractor shall receive no commissions or other payments from parties other than the District as a result of work performed.

DEMAND RESPONSIVE FLEX SERVICES

PERIOD OF PERFORMANCE JULY 15, 2015 - JULY 14, 2016

**ATTACHMENT NO. 5- CERTIFICATION OF ADDENDUM, INSURANCE
REQUIREMENTS AND COMPLIANCE WITH RESPONSIBILTY REQUIREMENTS**

Equal Employment Opportunity:

The proposing party represents and warrants that the bidder/proposer or Bidder/Proposer hereby certifies that it will comply with the requirements of the "Equal Opportunity/Non-Discrimination" provisions of this solicitation.

Covenant Against Gratuities:

Neither the proposing party, nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of the **Alameda Contra Costa Central Transit Authority** with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.

Certification Signature:

The proposing party attests and certifies under penalty of perjury to all certifications listed above by signature of this document.

Signature(Authorized Representative)

Printed Name

Title

Date