

EXHIBIT C

**VCTC REQUEST FOR PROPOSALS FOR MOBILE TICKETING AND ADVANCED FARE  
COLLECTION SYSTEM**



**Request for Proposal (RFP)**  
**For**  
**“Mobile Ticketing and Advanced Fare Collection System”**  
RFP No. 20-710  
Ventura County Transportation Commission  
950 County Square Drive, Suite 207  
Ventura, CA 93003

**Proposals must be submitted**  
**No later than 4:00 PM**  
**September 1, 2020**

**LATE PROPOSALS WILL BE REJECTED**  
*There will not be a public opening for this RFP*

For further information regarding this  
RFP contact Aaron Bonfilio  
Via Email: [abonfilio@goventura.org](mailto:abonfilio@goventura.org)

Issued: July 10, 2020

## Contents

1.0 INTRODUCTION / BACKGROUND .....	5
1.1 Project Objectives	
1.2 Agency Overview	
1.3 Optional Technologies / Integrations	
1.4 Cost Proposal, Agreement Term, and Payment Method	
1.5 Federal Funding Considerations	
2.0 PROPOSER BACKGROUND / QUALIFICATIONS .....	9
3.0 SCOPE OF WORK .....	10
3.1 Functional Requirements	
3.2 Optional Technologies Requirements	
3.3 Information Technology Architecture	
3.4 Kick-off Meeting, Project Management, Training and Correspondence	
3.5 Documentation and Installation	
3.6 Testing	
3.7 Desired Project Implementation Schedule	
3.8 Warranty and Maintenance	
4.0 INSTRUCTIONS TO PROPOSERS .....	22
4.1 Issuing Office	
4.2 Restrictions on Communications	
4.3 Submission of Questions	
4.4 Pre-Proposal Video Conference	
4.5 Tentative Schedule for Evaluation, Selection, and Award	
4.6 Conflicts or Ambiguities	
4.7 Public Disclosure of Information Contained in Proposals	
4.8 Adequacy and Completeness of Proposals	
4.9 Commission Not Liable for Pre-Contractual Costs	
4.10 Independent Price Determination	
4.11 Revision to the Request for Proposals	
5.0 SELECTION CRITERIA .....	26
5.1 Technical Evaluation and Scoring	
5.2 Final Results and Contract Award	
5.3 Award Protests	
6.0 PROPOSAL FORMAT .....	30
6.1 Proposal Submission	
6.2 Product Demonstration	
7.0 ADMINISTRATIVE/CONTRACTUAL REQUIREMENTS .....	38
7.1 Prime Contractor	
7.2 News Releases	
7.3 Contract Documents	
7.4 Form of Cost Proposals	

- 7.5 Receipt of Proposals
- 7.6 Discrepancies
- 7.7 Appeal Procedures
- 7.8 Addenda
- 7.9 Receiving Proposals
- 7.10 Withdrawal of Proposals
- 7.11 Evaluation of Proposals
- 7.12 Award or Rejection of Proposals
- 7.13 Pre-Contractual Expenses
- 7.14 Payment
- 7.15 Delays
- 7.16 Conditional Acceptance
- 7.17 Insurance Requirements
- 7.18 Liquidated Damages
- 7.19 Bond Requirements
- 7.20 Milestone Retainage
- 7.21 Prohibited Interests
- 7.23 Warranties
- 7.24 Federal Contracting Requirements
- 7.25 Ownership of Materials and Service Data
- 7.26 Inspection and Approval of Work
- 7.27 Patent / Copyright Infringement
- 7.28 Retention of Records
- 7.29 Liabilities against Procuring Agency
- 7.30 Omission
- 7.31 Priority
- 7.32 Repairs after Non-Acceptance
- 7.33 Disputes
- 7.34 Option of Obtaining Services Outside of the Contract
- 7.35 Federal Changes
- 7.36 Federal Transit Administration (FTA) Terms

APPENDIX ----- 50

- Required Submittals (RFP Checklist)
- Attachment A - Acknowledgement of Receipt Form
- Attachment B - Table of Compliance
- Attachment C - Cost Proposal Forms
- Attachment D - Milestone Payment Schedule
- Attachment E - Certification of Restrictions on Lobbying
- Attachment F - Disadvantaged Business Enterprise
- Attachment G - Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters

Attachment H - Mail-In Reference Questionnaire

Attachment I - Proposal Declaration Form

Attachment J - Federally Required & Other Model Contract Clauses

Attachment K – Resolution 91-05 VCTC Contract Protest Procedures

Attachment L - Defined Terms / Acronyms

## 1.0 INTRODUCTION / BACKGROUND

The Ventura County Transportation Commission (Commission) is requesting proposals from qualified Proposers (hereinafter “Proposer” or “Contractor”) to furnish a mobile fare collection system with various options (hereinafter “System”) for fixed route and general public dial-a-ride Ventura County transit providers (“Transit Partners”), in a phased deployment. The Commission is also requesting proposals for maintenance warranties for the services, products and programs delivered under this request for proposals (“RFP”). For purposes of this RFP, the warranties referenced herein are part of the System or Systems referenced herein. Pricing for other optional add-on capabilities is also being requested at this time. As one of the options, for example, the Commission is soliciting proposals for a System that will support open payments, such as by contactless bank cards.

Historically, the Commission provided an account-based smartcard system for passengers. The legacy system—branded Goventura Smartcard—operated from approximately 2002 to 2015. Fare products included: unlimited use monthly passes (sold at varying rates by rider-type and/or area or zone), and a stored value “e-purse”, with ability to facilitate transfers. In addition, local institutions (such as colleges and universities) distributed passes to their participants. The Goventura Smartcard was decommissioned following hardware and software obsolescence. Since that time, the Commission along with many of the Transit Partners have utilized magnetic-stripe paper fare media read by Genfare Odyssey fareboxes. As well, some agencies have since used paper tickets or flash passes.

In recent years, many transit operators across the country have initiated programs for accepting mobile fare payment. As well, the Coronavirus pandemic has caused state and federal agencies to issue guidance recommending contactless fare media with transit operations. It is the Commission’s desire to implement a System through this RFP similar in fare product capabilities to the Goventura Smartcard but that leverages modern technologies and payment standards.

This Request for Proposals describes the project, requirements, selection process and the information that must be included in the proposal. Failure to submit information in accordance with the RFP submittal requirements may be cause for disqualification.

### 1.1 ***Project Objectives***

The overall objectives for this project are:

1. *Encourage more transit ridership by developing a regionally focused and user-friendly mobile app for Ventura County residents to easily purchase, and seamlessly pay, transit fares.*
2. *Provide financial reporting for the clearing of fare revenues to Transit Partners based on agreed-upon business rules.*

In order to reach the overall objectives, the selected vendor should at a minimum achieve the

following goals:

- *Provide accurate and timely ridership and revenue data that can support detailed analysis of transit trends.*
- *Provide accurate and timely ridership and revenue data that can support detailed, route-level, reporting for disbursement of revenues associated with usage.*
- *Reduce onboard fare processing time to make the boarding process easier for operators and reduce dwell time.*
- *Support the development of scalable platform in which other agencies may wish to opt into in the future.*
- *Provide a mobile app for download in both “app-stores” (iOS and Android), and a web-based user interface for the riding public.*
- *Ability to integrate its application program interface into VCTC’s GOVCBus trip planning app.*

## **1.2 Agency Overview**

The Ventura County Transportation Commission is the regional transportation planning agency for Ventura County. Within Ventura County there are nine distinctly branded fixed route transit services operated by variety of public agencies, including the Cities of Simi Valley, Thousand Oaks, Moorpark, Camarillo, Ojai, Fillmore and Santa Paula, and the County of Ventura, as well as, the Gold Coast Transit District and the Commission. Each system has a range of routes and fares, and differing hours of service and fleet composition.

The Transit Partners include eight of the nine operators in Ventura County: VCTC Intercity (the service operated by the Commission), Gold Coast Transit District, Valley Express Bus, Simi Valley Transit, Thousand Oaks Transit, Ojai Trolley, Moorpark City Transit, and Camarillo Area Transit; for a total of 158 vehicles. Kanan Shuttle, which is operated by the County of Ventura, is currently fare free. However, the System should be scalable so that additional operators, such as the Kanan Shuttle or other regional services may be included at a later time. The combined fare revenues of the Transit Partners for Fiscal Year 2019 were approximately \$5,200,000.

## **1.3 Optional Technologies / Integrations**

This RFP includes several optional technologies and integrations that may or may not be selected by the Commission for deployment depending on funding availability and other factors. Upon execution of one or more task orders, the Contractor may be directed to furnish certain optional technologies or integrations that are of interest to the Transit Partners and for which pricing is being requested at this time. Optional Technologies / Integrations are further described in Section 3, Scope of Work.

## ***1.4 Cost Proposal, Agreement Term, and Payment Method***

### **Cost Proposal**

The Commission is seeking “end-to-end” pricing for implementation and deployment of the System, including any and all charges or fees for development, hardware/equipment, installation, project management, setup, licensing, services, maintenance and warranty coverage. In addition, Proposers should specify any and all ongoing transactional fees, cellular charges, and/or annual pricing for any and all charges associated with the full term of the Agreement. Optional Technologies as identified in this solicitation shall be exercised by the Commission (and/or individual Transit Partners) at its/their sole discretion based on availability of funding, cost, and technical merit of the Proposer's solution. The contract awarded will be subject to negotiation and costs may be subject to audit and certification by the Commission and/or the Federal Transit Administration (FTA).

### **Duration of Agreement**

The Commission intends to enter into a contract with the selected Proposer for a 64-month term, which includes an estimated four-month initial Implementation Period and subsequent 60-month operating term (i.e. a five year Operations Term), that shall commence following the System design, installation, testing and formal acceptance. Following the initial 5-year term, the Commission may, at its discretion, extend the contract for five additional 1-year terms.

The Proposer who is awarded a contract for this Project will be authorized to perform work pursuant to task orders issued in accordance with the terms of the Commission's Contract. The initial Task Order will consist of the full, but phased deployment of the System. The Commission anticipates that the System will be “off the shelf” and require minimal testing. Following System Acceptance, an annual warranty period shall commence, and then an extended warranty period for four years, priced annually.

### **Payment**

The Proposer will propose its payment scheme for completion of services and deliverables in accordance with the Commission's Milestone Payment Schedule (Attachment D) related to System development, setup, installation, testing and deployment, and any fixed fees or transactional fees for service/maintenance warranty periods. In their response, the Proposer shall include a task loaded cost table in alignment with the Commission's Payment Schedule. Any progress payments shall be invoiced by the Proposer in arrears, and no more often than monthly, based upon services or deliverables provided, unless otherwise stated in the Payment Schedule. Proposers may include a modified Payment Schedule for the Commission's consideration.

## ***1.5 Federal Funding Considerations***

This Project is approximately 80% funded with Federal Grants and any/or all applicable Federal requirements must be met by the Proposer.

### **Project Evaluation**

All federally-funded ITS projects are required to undergo an evaluation to assess the costs and



benefits of the Project to help planners and decision-makers make better-informed decisions regarding future ITS deployments. The Proposer shall cooperate with Commission staff or its representative during any such evaluation.

## 2.0 PROPOSER BACKGROUND / QUALIFICATIONS

Proposer's eligibility to respond to this RFP is based on Proposer's ability to meet the Commission's requirements. The Commission, in its sole discretion, reserves the right to determine whether any Proposer meets the minimum eligibility standards, to determine whether a proposal is responsive, and to select a proposal which best serves the Commission's stated objectives.

If Proposer cannot meet all qualification requirements as stated herein, Proposer's proposal shall be rejected without further consideration. The Commission reserves the right to reject all proposals.

Proposers must provide narrative responses to the following questions, including any necessary documentation:

- ✓ Each Proposer should specify the number of years the Proposer has been in the public sector business.
- ✓ Each Proposer shall provide evidence of a minimum of three (3) years' experience in providing Systems substantially similar to that being sought in this RFP. Responses from any entity without such experience will not be considered.
- ✓ Has the Proposer's company or product being proposed ever been purchased by another company or acquired because of a merger or acquisition?
  - ✓ If yes, provide details regarding the name of the companies involved, specific products affected and when such merger or acquisition(s) took place.
- ✓ Each Proposer shall provide a brief statement of the company's background demonstrating longevity and financial stability.
- ✓ Each Proposer shall include the company's past three (3) years of audited Financial Statements. The Proposer shall identify on the Financial Statements whether they are proprietary.
- ✓ If Proposer is a subsidiary, provide financial statements for parent organization as well as separate financial statements for the proposing subsidiary.
- ✓ Each Proposer shall provide an organizational chart of the management team showing all personnel that will be involved in performing the requirements of this Project.
- ✓ Has the company had a workforce reduction during the past 3 years?
  - ✓ If so, provide details regarding workforce reductions: percentage or workforce, areas affected, senior management team changes, etc.
- ✓ Each Proposer shall provide resumes of proposed project team demonstrating recent project management and engineering engagements.
  - ✓ Proposer shall provide a statement that proposed project team members will not be removed from the Commission's Project without permission from the Commission for the duration of the Project.
- ✓ Each Proposer shall provide a minimum of three (3) references from similar contracts executed in the past three (3) years. (Mail-in Reference Questionnaire, Attachment H)

## 3.0 SCOPE OF WORK

Contractor shall provide and implement a System that improves the availability of passenger fare media, decreases the boarding time, and streamlines distribution of fare revenues to the Transit Partners. The System shall be built on a proven and secure operating system, database and application software. The applications shall follow accepted industry human engineering design standards for ease of readability, understandability, appropriate use of menu-driven operations, user customization and intuitive operation. The System should have a future upgrade path and must be supportable for the entire term of the Agreement. The Proposer/Contractor (used interchangeably hereinafter) shall ensure that the risk of obsolescence to the hardware is minimized through the selection of standardized parts and readily available peripheral hardware.

To accommodate rapid deployment of the system, a phased implementation is planned. Initially, Visual Validation will be deployed first. Following successful deployment of Visual Validation, fully Automated Fare Validation and back-end revenues tracking, and reporting capabilities will be implemented. These required functionalities are further described below.

### 3.1 Functional Requirements

The Contractor shall provide a mobile ticketing and advanced fare collection system (System) which utilizes best-in-class technology and methodology to deploy required System deliverables as noted below (and in Section 3.2 Optional Technologies, as applicable):

- A) Development of one white label mobile ticketing application for all Transit Partners available for free download for mobile devices, that supports:
- mobile device or computer-based purchase of, and onboard fare payment with, regionally-accepted fare media; to include, but not be limited to: stored-value or “E-purse” product, unlimited-use multi-day passes (such as a monthly or 31-day), single-ride tickets and institutionally-issued passes or tickets (such as from local colleges or social service agencies).
  - users to purchase fare product via credit card, debit card, and third-party digital wallets (e.g., Google Pay, Masterpass, Samsung Pay, Paypal, Apple Pay, etc.).
  - integration with Commission’s trip planner app GOVCbus app, so that users can seamlessly purchase tickets from within the trip planner, and vice versa (plan their trip).
  - link to or display of static fares menu and other information related to Transit Partners operations
  - visual validation with a clear active display that allows quick and easy boarding (Visual Validation).
  - “contactless” validation boarding by riders (Automated Fare Validation/Collection)
  - inter and intra-agency transfers
  - pass revenues to be deposited in a bank account identified by the Commission
  - ability for Commission to modify existing and add future pass products, special promotions, or other ticket types
  - ability for app and any onboard systems (e.g. validators) to work when not connected to the internet during brief periods

- an additional web portal for customer access to check account information, as well as for institutions and agencies to make bulk purchases and manage participant users, and so that users can view or manage receipts.
  - push notifications for subscribers
  - does not require users to store payment information, or create accounts, but will be optional.
- B) Deployment of a back-end office management program or dashboard that is capable of, and supports both analysis of ridership information, and financial data, including:
- accurate revenue management and accountability information of all fare transactions or validations at the route-level, and Transit Partner-level, by date, time and location.
  - ability to review and analyze sales and validation data in real-time.
  - ability to provide refunds to riders.
  - monthly revenues statements according to agreed-upon business rules as determined by the Transit Partners, and that can be modified from time to time.
  - ability to run reports with detailed usage and sales data for planning purposes, such as usage summary, user statistics, ticket statistics, and revenue summaries; and that reports be sortable by numerous fields, e.g. pass type, Transit Partner, dates of sales, dates of usage, etc.
  - all reports available in excel and print-ready PDF format.
  - ability to export data for integration with other software systems or tools.
  - ability to update required data, such as vehicle blocking prior-to and post-service delivery to ensure accurate data.
  - PCI and CCPA compliance, and provides security of all data, including protection of personal identifying information (PII), and that continued compliance is the responsibility of the Contractor.
  - adjustable permissions with various levels of access for Transit Partners' users based on role.
  - ability to run health reports to determine system status across all fleets at once, and to run reports which identify potentially incorrect or errant data.
  - monthly, quarterly, annually or other period-based ridership and fare revenues reporting for NTD, state controller, grants, public board, and other reporting/presentations purposes.

It is anticipated that System back-end reporting capabilities requires on-board vehicle validators, or an on-board fixed-equipment solution. As such, the functionality noted above regarding route-level revenues management and reporting is anticipated to be completed following the initial rollout of the Visual Validation solution (i.e. in conjunction with "contactless" fare validation or Automated Fare Validation/Collection).

### **3.2 Optional Technologies Requirements**

Following are optional technologies the Commission wishes to consider. Most of the contents of these technologies share the base System requirements/components. These options are not in the base System cost because the Commission has not made a decision yet whether to proceed with any or all these optional items. For these items, the costs applicable to the optional

items shall be separately identified in the Proposer's Cost Proposal (Attachment form C-3). Such items shall be individually selectable. Implementation by the Commission or the Transit Partners may be at time of contract award, a later date (or not at all), and authorized under individually negotiated Task Orders. **Purchase of desired optional technologies is not guaranteed.** Proposers are encouraged to propose any/all available Optional Technologies as included in its System proposal at no additional costs.

It is the intent of the Commission that the System be scalable for growth and future-oriented to new technologies and capabilities that are/will be common-place in the payments industry. In addition, certain transit agencies may wish to be added to the System at a later date. To that end, Proposers are to provide solutions and pricing for the following Optional Technologies, which may or may not be implemented, on a case-by-case basis. These are listed in no particular order or importance.

- Payment integrations with third-party apps and services, such as trip planners (e.g. Transit App, Apple, Citymapper, Google Maps), or ride-share/micro-mobility services (e.g. Uber, Lyft), in their app via an API or SDK.
- Open payment capability for contactless EMV (cEMV) payment integrated with Automated Fare Validation/Collection solution.
- Integration with existing onboard cellular communications equipment through CAD/AVL system provided by GMV Syncromatics in-lieu of new or additional cellular service, wiring or communications equipment (such as modems, routers or antennae).
- Ability to utilize and import data via operating API from CAD/AVL system or ability to import GTFS and/or GTFS-RT data to streamline system updates (e.g. streamline communication of vehicle blocking information).
- Ability to digitize cash at no added cost/transaction fee to the rider.
- Ability to implement optional fare capping, whereby riders pay using open payments or E-purse value that are then capped at the monthly pass level.
- Promotional programs with local or selected vendors for rewards, both for use on transit and conversely for use with vendors.
- Purchasing and validating multiple fares at the same time on single device for parties of two or more.
- Provision and expansion of the System to Kanan Shuttle, which currently does not charge fares.
- Provision and expansion of the System to Transit Partners ADA Paratransit Fleets and implement business rules specific to this mode of travel.
- Provision and expansion of the System to other regional operators not yet specified and in accordance with business rules which may differ than those between Transit Partners.

### ***3.3 Information Technology Architecture***

The Proposer's System back-end must be accessible from any Internet capable desktop within the Commission / Transit Partners via browser. Data security for the mobile ticketing app applications, system and interfaces shall employ the most current industry and U.S. government techniques to ensure that all data is safeguarded from unauthorized access or use and programs are protected from any known cyber-attack or computer virus. The entire mobile ticketing platform system, all system applications that process payments, and all communications and computer systems comprising the entire mobile ticketing app shall be in

full compliance with the Payment Card Industry (PCI) standards and current regulations.

A Service Level Agreement between the Proposer and the Commission shall identify the expected performance levels for System availability, scheduled maintenance, and repair during a system outage event, to ensure that critical System maintenance (backups, database maintenance, archiving) occurs. Disaster Recovery procedures that shall be implemented to ensure data security during a disaster shall be incorporated into the Service Level Agreement. The servers that host the data shall be maintained at a facility selected by the Proposer and approved by the Commission. The Proposer shall provide all data, cellular communications and network infrastructure as part of ongoing annual costs associated with ownership of the system (unless otherwise agreed to, e.g. as described in Optional Technologies).

Specific Commission requirements are:

- ✓ Proposer shall provide and justify their solution architecture.
- ✓ Proposer shall meet planned uptime requirements of 99.9%.
- ✓ Proposer shall provide a System architecture for all technologies, including the Optional Technologies
- ✓ Proposer shall provide a System architecture for all supporting hardware, software, operating systems, databases, redundancies, environments, Disaster Recovery, and Security, etc.
- ✓ A backup system shall be available to the Commission in the event of failure of the central server.
- ✓ The Commission shall be informed at least thirty (30) days in advance in writing of upgrades that require updated software, hardware or higher speed Internet connectivity required by the end-users, Commission, Transit Partners, etc.
- ✓ The Proposer shall monitor and insure Internet connectivity to the services.
- ✓ The system shall be available 24 hours a day, seven days a week.
- ✓ Secure access to the full system functionality shall be available to Commission staff remotely from any computer that meets the Proposer's stated requirements.
- ✓ Remote access to the system shall be secure and protected by password or other equivalent-or-improved security measure.
- ✓ The Commission's data shall be securely stored by the Proposer and accessible only by authorized individuals.
- ✓ The System shall log all user actions.
- ✓ The Proposer shall describe anti-fraud measures.
- ✓ The Proposer shall continually adhere to industry standards and related compliance protocols typical with e-commerce, such as Payment Card Industry Data Security Standards (PCI DSS) and/or regulations, such as California Consumer Privacy Act (CCPA).
- ✓ The Commission's data shall be securely backed up on a daily basis, and backups shall be stored in a secure facility remote from the primary Host site.
- ✓ The Proposer shall prevent and protect against hacks and data corruption, and the Commission shall be held harmless against data ransom demands.

- ✓ The Proposer may not retain data if the Commission requests its destruction, deletion or transfer.
- ✓ The Proposer shall relinquish all of the Commission's data to the Commission upon request.
- ✓ The Proposer's Hosted site must be protected by current virus protection, internet security, and other security software against catastrophic failure and malicious attacks.

Proposer-initiated software updates, such as those related to future client project upgrades, should be extended to the Commission to the extent the updates would add benefit to the Project and are supportable within the technical requirements for Project. If the Commission requests new feature sets be added beyond those included in the initial feature set approved by the Commission for Project, the Proposer shall identify whether the requested software enhancements can be accommodated under the normal maintenance agreement or if said changes would require a change order.

All data collected by the Hosted System shall remain the property of the Commission. Data generated by the Commission or Transit Partners shall be available to the Commission at all times.

All software maintenance that could impact user access shall be performed outside of the Transit Partners' revenue service hours and updates shall be downloaded in batches to minimize downtime and maximize data transfer rates. The Proposer shall perform scheduled maintenance on its databases, applications and field elements in accordance with an approved maintenance schedule.

### **3.3.1 Data Backups**

Capability shall be provided by the Proposer to backup the System data on a regular basis, which may occur at a minimum nightly. If there is a catastrophic failure that results in the loss of data, the Proposer shall provide a means to retrieve the corrupted data without disruption to System operations. The Commission's data shall be retained for a minimum of one (1) year on the Proposer's server(s) and then archived in a format agreed upon with the Commission. Commission users shall be able to generate queries from the restored data.

### **3.3.2 Disaster Recovery Procedures**

The Proposer shall develop Disaster Recovery Procedures for the Commission's review and approval. The System shall be designed and operated such that the System can quickly and efficiently recover from a disaster. As part of the Field Performance Test, the Proposer shall implement its Disaster Recovery solution and shall test the System accordingly.

### **3.3.3 Continuity of Services**

Upon the Commission's written notice, the Proposer shall furnish transition services during the last 90 days of the term of the Agreement. The Proposer shall develop with the successor contractor or the Commission, a Transition Plan describing the nature and extent of transition services required. The Transition Plan and dates for transferring responsibilities for each



division of work shall be submitted within 30 days of notice from the Commission. Upon completion of Commission review, both parties will meet and resolve any additional requirements / differences. The Proposer shall provide sufficient experienced personnel in each division of work during the entire transition period to ensure that the services are maintained at the level of proficiency required by the Agreement. The Proposer shall allow the successor to conduct on-site interviews with the employees.

### ***3.4 Kick-off Meeting, Project Management, Training and Correspondence***

**Kick-off Meeting:** The Commission will hold a “kick-off” meeting with the Contractor within ten (10) days from the Notice to Proceed (NTP) at which time the Proposer shall be prepared to present and discuss the general Implementation Plan and receive comments from the Commission. Proposer shall ensure any sub-Proposers and their appropriate personnel are present at the meeting. The administrative and technical aspects, the preliminary Project Schedule, assumptions, etc., of the Project will be discussed at the kick-off meeting. Prior to the kick-off meeting, the Contractor will provide an agenda to all potential meeting participants.

The Proposer shall submit a Final Implementation Plan within ten (10) days from the kick-off meeting that explains its proposed methodology to completing the Project scope and its approach to work, design, implementation, testing, training documentation and on-going support. The Implementation Plan shall be in sufficient detail to demonstrate the Proposer’s clear understanding of the Project.

**Project Management:** The Contractor and Commission shall meet regularly, (e.g. weekly status meetings) to plan and organize activities with Transit Partners, such as for installation, training, and information communication. Regular progress meetings shall occur weekly, initially, and become less frequent as the Project progresses. An agenda for meetings will be supplied by the Contractor at least 24 hours prior to each meeting.

It is the Contractor's responsibility to maintain and assign a sufficient number of competent and qualified professionals and other technical personnel to satisfy the requirements and schedules specified in the Scope of Work or proposed by the Proposer.

**Training:** The Proposer shall provide a comprehensive training program that prepares Commission and Transit Partner staff for operation, financial administration, elementary troubleshooting, maintenance and System Administration of the System components provided by the Proposer. The Proposer’s training program shall be led by knowledgeable staff and include formal and informal instruction, models, manuals, diagrams and component manuals and catalogs as required. Where practical and useful, training should be hands on and should use actual system software and screens on a workstation and actual equipment on the fleets.



Due to the number of staff and geographic service areas associated with the eight systems, there shall be a minimum of at least three (3) train-the-trainer classroom training sessions for the staffs to attend. Training shall be focused on the following roles: Customer Service, Bus Operators, Financial Reporting, Maintenance, Planning and System Administration. The Commission will make every attempt to furnish classroom facilities or meeting space for all trainings. However, classrooms may be “virtual” pursuant to local orders, or individual Transit Partner meeting policy/availability. Electronic copies of all materials shall be provided. One physical set of training materials and manuals will be provided to the Commission.

### ***3.5 Documentation and Installation***

**Documentation:** In addition to training manuals, system architecture and design documentation must be provided. Prior to installation, the Contractor shall submit “typical” installation drawings or shop drawings detailing the design that shall be used for on-board and fixed-end equipment installation work. Separate shop drawings shall be provided for each vehicle type / model, and for the fixed-end site work as applicable (such as for validator installations). If measurements differ from vehicle to vehicle (or from site to site), these variations shall be noted.

Updated System stack or network diagrams, to reflect changes to include any selected optional technologies or other changes since the proposal shall be provided. All documents should have updated and visible version and revision numbers. The Contractor shall submit a complete Equipment List, Bill of Materials and As-built documents at the completion of installation. The Bill of Materials must also be contained and included as part of the proposal. The As-Built Documents shall include: (1) an inventory of all components supplied including supplier, model number, serial number and installation location; (2) an inventory of all spare parts supplied including supplier, model number, serial number and storage location; (3) all reference and user manuals for system components supplied by third parties; (4) all warranties documentation; (5) a diagram indicating all interconnections between components; (6) the version number of all software; and (7) software installation media if solution is not centralized.

The As-built documents must be approved before the Commission will grant Final System Acceptance.

**Installation:** The Contractor shall provide project management and oversight of all installation work performed. The Contractor shall install the equipment to the highest standards, using experienced and knowledgeable personnel. All installation work shall be scheduled so as not to disrupt or delay Commission or Transit Partner operations. The Contractor shall make every effort to schedule the work around operating hours or peak times. In the event that extensive installation and testing work will be required, some work may have to be accomplished during night hours.

All System equipment installations shall be performed to an approved set of plans, which has

previously been submitted and approved by the Commission or their representative. All installations shall be complete before the equipment is needed by the Commission and all installations shall be performed in accordance to all Federal, State and Local laws and regulations. The Contractor shall adhere to all applicable installation standards, laws, ordinances, and codes as required by the latest editions of the NEC, IEEE, OSHA, or other governing sources.

### **3.6 Testing**

All materials furnished and all work performed under the contract shall be inspected and tested. Should any inspections or tests indicate that specific hardware, software, or documentation does not meet the Commission's requirements; the appropriate items shall be replaced, upgraded, or added by the Proposer at no cost to the Commission and as necessary to correct the noted deficiencies. After correction of a deficiency, all necessary retests shall be performed to verify the effectiveness of the corrective action.

#### **Test Procedures:**

Test procedures that are based upon, and consistent with, the approved Test Plan shall be provided by the Proposer to ensure that all System testing is comprehensive and verifies all the features of the devices, fixed-equipment, software functions and reports to be tested. The step-by-step activities associated with each test shall be listed in the test procedures. The following information shall be included in the test procedures:

- ✓ Test schedule
- ✓ Responsibilities of Commission/Transit Partners and Proposer personnel
- ✓ Record-keeping procedures and forms
- ✓ Procedures for monitoring, correcting, and retesting variances
- ✓ Procedures for controlling and documenting all changes made to the System after the start of testing
- ✓ A list of individual tests to be performed, the purpose of each test segment
- ✓ Identification of special hardware, software, tools, and test equipment to be used during the test
- ✓ Copies of any certified test data (e.g., environmental data) to be used in lieu of testing
- ✓ Detailed, step-by-step procedures to be followed
- ✓ All inputs, expected results and measurements for successful sign-off for the full implementation tests

Unless otherwise stated, the Proposer is responsible for all test logistics (e.g., arranging for vehicles and drivers, and providing other testing services) and coordination activities. The selected Proposer shall:

- ✓ Be responsible for successfully completing all tests required.
- ✓ Furnish all test instruments and any other materials, equipment and personnel needed to perform the tests.

- ✓ Be fully responsible for the replacement of all equipment damaged as a result of the tests and shall bear all associated costs.
- ✓ Maintain comprehensive records of all tests.
- ✓ Notify the Commission in writing, no less than 14 days prior to each test activity.
- ✓ Provide test plans, procedures, records, and reports to the Commission for approval.

The Commission reserves the right to:

- ✓ Witness any and all tests and inspections required by these Specifications.
- ✓ Inspect test records at any time.
- ✓ Perform additional testing, beyond that specified herein, of any equipment or material at any time to determine conformance with the contract requirements. This additional testing by the Commission is not to be considered as a replacement for any testing required of the Proposer or a manufacturer producing materials for the contract.

**Acceptance Testing:** The Proposer shall submit an Acceptance Test Plan that define testing and acceptance at the Commission. The Plan shall be submitted to the Commission for approval of the Plan. The Plan shall:

- ✓ Describe how each testable specification requirement will be demonstrated, including the testing methodology
- ✓ Describe what result constitutes a successful test
- ✓ Identify the role and responsibility of the Proposer and Commission's representatives during each test

The Commission, in its sole discretion, shall grant System Acceptance once it deems that all of the required work of the Project is complete, and the following conditions have been met:

- ✓ Proposer, in the Commission's sole determination, has substantially passed and has been given conditional approval of the Operational Test; and
- ✓ A "punch list" of items not yet in compliance has been delivered by the Proposer and has been verified by the Commission and approved as being complete.

The purpose of the Operational Test is to ensure that the System, as installed in the field, works properly as a fully integrated System.

### ***3.7 Desired Project Implementation Schedule***

It is anticipated that Notice-to-Proceed shall be issued upon or shortly after the Commission Award of the contract (which is anticipated to be November 6, 2020). Following Notice-to-Proceed, a four-month Implementation Period shall commence (this is noted below as Phases One through Three). The project is anticipated to encompass four (4) phases, generally, including ongoing operations:

Implementation Period [Months 1 – 4]

- I) Phase One: Initial Development and System setup
- II) Phase Two: System functional with Visual Validation solution and limited data collection.
- III) Phase Three: System functional with Automated Fare Validation/Collection, including back-end revenue reconciliation

Operations Term [Months 5 – 64]

- IV) Phase Four: Ongoing service operations (60-month or “five-year” term)

### **3.8 Warranty and Maintenance**

The Proposer agrees that the system and all related installation work shall be subject to the warranties and obligations set forth in this section. The warranties and obligations set forth in this Section shall commence upon system acceptance and end after the end-date of the Agreement, unless extended for a longer period. Fixed Pricing is requested for warranty period(s).

During the warranty period, the Proposer shall provide on-call support to assist the Commission in the maintenance of the System. This on-call support shall be provided on-site for hardware and operational troubleshooting of communications equipment, and over the phone such as to answer questions regarding software, missing or incorrect data. Proposer shall include on-call support (on-site and/or remote) in its Cost Proposal.

Defects or support requests related to System malfunctions which prohibit Automated Fare Collection shall be defined as critical. All non-critical warranty work on defective or non-complying installation work, or system hardware, or any software defects or errors that cause the software to fail to conform to the requirements of these specifications shall be performed at no cost to the Commission within fifteen (15) days of being notified in writing by the Commission or its representative. Any defects that affect the critical functions of the operations shall be fixed within 48 hours at no-cost to the Commission during the warranty period(s).

The Proposer shall maintain adequate resources for replacement of all defective or noncompliant work or equipment, including test repair, warranty repair, spare modules, spare assemblies, spare components and spare parts in furtherance of the warranty requirements and maintain sufficient relationships with qualified local technicians.

The Commission will operate the System hardware and software in accordance with the Proposer's specific instructions in order to maintain all warranties. However, the Proposer shall hold the Commission harmless and Proposer shall be responsible for repairing any damage from the Commission's improper operation of any System hardware or software resulting from Proposer's failure to provide adequate or correct training and/or complete operating manuals, software manuals, electrical drawings, complete computer program documentation and other documentation required to be furnished as identified within these specifications.

The Proposer shall provide a **single point of contact** for all warranty administration during the warranty period.

### 3.8.1 Installation Warranty

The Proposer warrants that all installation work and all System hardware and software furnished by the Proposer including, but not limited to, all such work, and System hardware and software provided by sub-contractors, suppliers, or other manufacturers, shall be of good quality and free of any defects or faulty materials and workmanship for the ONE-YEAR warranty period.

The Proposer shall also warrant that all installation work and system hardware and software shall perform according to the specifications for the one-year warranty period.

If the Proposer upgrades its devices to ensure the continued and proper operation of the System as configured for Project, the Proposer will assume all costs related to the hardware upgrade and there shall be no additional cost to the Commission.

### 3.8.2 Extended Service / Warranty Period

The Commission requests that the Proposer propose an extended service / maintenance agreement beyond the initial one-year period for a minimum period of an additional four years, priced annually (not including option years). The Proposer shall define all terms, conditions, and costs of the extended service / maintenance agreement in its Cost Proposal. Proposers should include any annual software fees and hardware service / maintenance escalation percentages.

### 3.8.3 Availability and Mean-Time-Between-Failure (MTBF) Targets

All functions of the System, including those of the cellular communications network shall be designed, constructed, and implemented to perform as specified, without degradation in response times to meet the System availability targets provided below. The failure of any single component or device shall not render the System unavailable.

#### Availability Targets

System or Subsystem	Availability Target (%)
Vehicle On-Board Systems	99.0%
Hosted System	99.9%
Passenger Mobile App	99.5%
Customer Website	99.8%

Availability for each of the above systems shall be calculated as follows:

Availability = 100%	$\frac{\text{Total number of hours of downtime in time period}}{\text{Total hours in time period}}$
---------------------	---

For availability calculation purposes, a vehicle with a failure of Proposer provided equipment will be considered unavailable from the time the failure is noted until the vehicle returns to the yard at the end of that vehicle's service day. An exception to this will be allowed in cases where the failure is intermittent and the failing operation is successfully performed in no more than two retries.

### 3.8.4 Chargeable and Non-Chargeable Failures

For purposes of calculating MTBF and Availability performance targets, chargeable and non-chargeable failures are defined as follows:

#### Chargeable Failures

Chargeable failures include any failures that are not specifically identified as non-chargeable, including but not limited to:

- ✓ A malfunction which prevents any System component (hardware or software) from performing its designated function, when used and operated under its intended operational and environmental conditions.
- ✓ A malfunction that poses a threat to the safety of the System components, passengers, or Drivers, or Maintenance
- ✓ An occurrence where data is not successfully transmitted between vehicle on-board systems and the servers.
- ✓ Software anomalies and bugs that affect the performance and operation of the System.
- ✓ Shutdown or unavailability of the System unless specifically directed by the Commission.
- ✓ Failure to collect correct fare revenues at completion of fare media purchase.
- ✓ Failure to generate the reports required to reconcile and track System performance.

#### Non-Chargeable Failures

Non chargeable failures shall include:

- ✓ Force majeure
- ✓ Vandalism
- ✓ Failure of test instrumentation.
- ✓ Failures that are patron or Commission induced.
- ✓ System component failures caused by externally applied stress conditions outside of the requirements of this RFP.
- ✓ System component failures caused by environmental or operating conditions outside of the requirements of this RFP.
- ✓ Normal operating adjustments as allowed in the Test Procedure or Maintenance Plan.
- ✓ Failures of expendable and consumable items in operation beyond their intended useful life in testing.

## 4.0 INSTRUCTIONS TO PROPOSERS

Before submitting a Proposal, each Proposer shall carefully consider the amount and character of the work to be done as well as the difficulties involved in its proper execution. Proposers should include in their Proposals all costs necessary to implement the specified System (the Commission does not want to see surprise costs, either initial or recurring). A cost not specifically itemized in the proposal shall not be incurred unless specifically agreed upon by the Commission in writing.

All proposals must be precise, detailed, and to the point to the requirements in this document.

**The Commission may in its sole discretion and on a case-by-case basis, evaluate included alternatives to the specification. Any included alternatives must be clearly specified as such, and the Commission reserves the right to reject Proposals that do not comply with this instruction.**

Specific expectations and instructions to Proposers:

- ✓ Proposer should carefully read and review this RFP. However, the final description of the services and / or items to be provided to the Commission under this RFP is subject to negotiations with the successful Proposer.
- ✓ Proposer shall submit a letter of transmittal that includes the Proposers understanding of the scope of work and general objectives to which the proposal addresses.
- ✓ Proposer shall, as part of the submittal, include a timetable for completing all tasks / services covered in this RFP
- ✓ Proposer should include complete and detailed cost/price information and reference the completion of Commission's specified cost proposal and forms in the attachments.
- ✓ Proposer shall provide a System architecture for all technologies exercised now or in the future by the Commission.
- ✓ Proposer shall provide a System architecture for all supporting hardware, software, operating systems, databases, redundancies, environments, Disaster Recovery, and Security (Hosted, On-Premises Managed Services, Operator supported model).
- ✓ Proposer shall provide complete installation of their proposed System.
- ✓ Proposer shall provide training of all necessary Operator employees in quantities of hours.
- ✓ Proposer shall provide annual support and maintenance of all features associated with its System.
- ✓ Work shall be scheduled and conducted in a professional cooperative manner and be performed by qualified and trained persons.
- ✓ Each Proposer shall include, as part of the submittal, sample data and reports.



- ✓ Each Proposer will provide a description of their help desk services and how they service and troubleshoot problems for their current clients.

#### **4.1 Issuing Office**

This RFP is issued by the Commission Transit Department. Unless otherwise specified, the Transit Department Designated Purchasing Agent is the sole point of contact for the Commission and Transit Partners for purposes of this RFP and subsequent responses.

#### **4.2 Restrictions on Communications**

From the issue date of this RFP until a Proposer is selected and a contract executed, Proposer's are not allowed to communicate with any person involved with the development of this RFP or any person involved in proposal reviews regarding this RFP except the Designated Commission Purchasing Agent. Violation of this provision may result in the rejection of a Proposer's proposal.

#### **4.3 Submission of Questions**

The Purchasing Agent is the only contact for this solicitation. Commission or Transit Partner staff will not respond to inquiries by Proposer's or their representatives regarding any aspect of this RFP. Written questions regarding the RFP, the Commission's Standard Terms and Conditions, or the RFP instructions to Proposers must be submitted to:

VCTC Transit Department  
Attn: Aaron Bonfilio  
Ventura County Transportation Commission  
950 County Square Drive, Suite 207  
Ventura CA 93003  
E-mail: [abonfilio@goventura.org](mailto:abonfilio@goventura.org)

Questions must be in writing, submitted by email as specified in Section 4.5, Tentative Schedule or Evaluation, Selection and Award to be considered. The questions and the responses will be posted, via an addendum to the RFP, at [www.goventura.org](http://www.goventura.org). Any addendums to the RFP will be made part of the resulting contract. All responses concerning this RFP will be posted at least fourteen (14) days prior to the proposal due date or can be obtained by contacting the Purchasing Officer, or his designee. It is the responsibility of proposers to check the Commission's Website for questions and responses related to this RFP.

#### **4.4 Pre-Proposal Video Conference**

There will be a voluntary Pre-Proposal video conference via Zoom or equivalent service. Instructions to access the Pre-proposal video conference will be posted to the VCTC website ([goventura.org](http://goventura.org)) by July 16, 2020. The Pre-proposal meeting is scheduled for July 21, 2020 from 10-11AM. Though attendance is not mandatory, it is highly encouraged. Any and all costs associated with attending this conference will be at the expense of the Proposer.

A summary of the questions and answers from the pre-proposal meeting will be posted on the



Commission's Website as noted according to the Schedule. The names and e-mail contact of potential proposers that signed-in and attended the pre-proposal meeting will be posted on the same Website to assist prime contractors and potential subcontractors in partnering on this contracting opportunity.

#### ***4.5 Tentative Schedule for Evaluation, Selection, and Award***

**The closing date of this RFP is September 1, 2020.** The Commission anticipates the process for nominating and selecting a Contractor and awarding the contract will be per the following schedule:

Advertise and Release RFP	July 10, 2020
<b>Pre-Proposal Video Conference</b>	<b>July 21, 2020 (10 – 11AM)</b>
Last Day to Submit Questions Regarding RFP	July 28, 2020
<b>Proposal Due Date</b>	<b>September 1, 2020</b>
Proposal Evaluations	September 2-16, 2020
Oral Interviews Short-listed Proposers (if necessary)	September 24, or 25, 2020
Best and Final Offer (BAFO) / Contract Negotiations	September 29- October 7, 2020
<b>Commission Review of Award and Contract</b>	<b>November 6, 2020</b>
Contract Execution and Notice to Proceed	November 9, 2020

The Commission does not guarantee the above schedule and reserves the right to modify the schedule, as necessary. Any modifications will be posted on the Commission's Website at [www.goventura.org](http://www.goventura.org).

#### ***4.6 Conflicts or Ambiguities***

Proposers must notify the Commission's Purchasing Agent immediately if conflicts or ambiguities are found in the RFP prior to the specified question due date.

#### ***4.7 Public Disclosure of Information Contained in Proposals***

To the extent permitted by law, proposals, except for the names of the Proposers, shall remain confidential until the Letter of Intent to Award has been issued. Thereafter, all proposals submitted in response to this request shall be deemed public record. In the event that a Proposer desires to claim portions of its proposal as exempt from disclosure, **it is incumbent upon the Proposer to clearly identify those portions as confidential.** Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the Commission may not be in a position to establish that the information that a prospective Proposer submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Proposer agrees to indemnify, defend and hold harmless the Commission, its agents and employees, from any judgment, fines, penalties, and award of attorneys' fees awarded against the Commission in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the Commission's award of the contract.

#### ***4.8 Adequacy and Completeness of Proposals***

Failure to respond to the information specified in Section 6.0 (Proposal Format) of this RFP may result in rejection of your proposal as non-responsive.

#### ***4.9 Commission Not Liable for Pre-Contractual Costs***

The Commission shall not be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by Proposer in:

- ✓ Preparing its proposal in response to this RFP
- ✓ Preparing the proposed system in response to this RFP
- ✓ Submitting that proposal to the Commission
- ✓ Negotiating with the Commission staff on any matter related to this proposal
- ✓ Any other expenses incurred by Proposer prior to date of award, if any

#### ***4.10 Independent Price Determination***

A proposal will not be considered for award if the price in the proposal was not arrived at independently, without collusion, consultation, communication, or agreement as to any matter related to such proposal with any other Proposer, competitor, or public officer.

#### ***4.11 Revision to the Request for Proposals***

The Commission reserves the right to revise the RFP prior to the date that proposals are due. Any changes, additions, or deletions to the RFP will be in the form of written addenda. All addenda will be posted at the Commission's Website at [www.goventura.org](http://www.goventura.org) at least seven days prior to the deadline for proposals. It is the responsibility of the Proposer to check the Website for any revisions related to this RFP.

## 5.0 SELECTION CRITERIA

Proposals will be evaluated, negotiated, selected and any award made in accordance with the criteria and procedures described below. The approach and procedures are those which are applicable to a competitive negotiated procurement whereby proposals are first evaluated to determine Proposer responsiveness, solutions and responsibility, and then scored for technical merit and overall best value. Price will be evaluated once the technical merits have been evaluated.

**Selection is based on Best Value.** The Commission will make the award to the Proposer whose proposal is most advantageous to the Commission. Accordingly, the Commission may not necessarily make an award to the Proposer with the highest technical ranking nor award to the Proposer with the lowest Price Proposal if doing so would not be in the overall best interest of the Commission.

Proposals will not be publicly opened. Each submitted proposal will initially be screened for responsiveness by the Commission. The following are the minimum requirements that must be met for a proposal to be considered responsive. (**Note:** All requirements must be met; therefore, they are not listed by any particular order of importance):

- ✓ The Proposer has followed the proposal requirements, the submittal requirements, and other instructions of this RFP, and included sufficient information and detail such that the proposal can be evaluated. Any deficiencies in this regard must be determined by the Commission to be a defect that the Commission will waive or the proposal may be disqualified.

Any proposal that the Commission finds cannot meet these requirements, and may not be made to meet these requirements within timelines set by the Commission, may be determined by the Commission to be non-responsive, and will not be considered for further evaluation. Proposers of any proposals that have been determined by the Commission to be non-responsive will be notified in writing that they were not short-listed for further consideration.

The Commission will establish a Selection Team for this Project which will include representatives from the Commission and Transit Partners, and when deemed in the Commission's best interest, representatives of other public agencies, the general public, or individuals with experience and expertise in the related disciplines, including the Commission's consultants. The Commission reserves the right to independently score the proposals.

Responsive proposals will be distributed to the Selection Team. Final determination of a Proposer's responsiveness will be made upon the basis of initial information submitted in the proposal, any information submitted upon request by the Commission and information resulting from the Commission's inquiry of Proposer's references and its own knowledge of the Proposer.

To the extent permitted by law, cost estimates and evaluations related to costs will be kept strictly confidential throughout the evaluation, negotiation and selection process. Only the members of the Selection Team and Commission officials, employees and agents having a legitimate interest will be provided access to the cost proposals and cost evaluation results during this period.

Commission staff will verify the references supplied by Proposers to determine the Proposer's record of producing a quality product on similar projects, adherence to budget and schedule, overall experience and technical competence in performing work of a similar nature, and quality of key personnel.

Short-listed Proposers may be invited to participate in an oral interview / product demonstration with the Selection Team to further discuss the content of their proposal, demonstrate their product and respond to questions by Commission staff and the Selection Team concerning their proposal.

The final ranking of proposals will be determined through a combination of independent examination of proposals, interviews (if utilized), cost effectiveness, and other appropriate evaluation factors (e.g., reference checks). Proposals will be ranked based on relative point totals assigned by Selection Team members ("evaluators"). Each evaluator will score the proposals following a scoring system. The point assignments will be weighted, and each evaluator's weighted scores will be converted to ranks, with the highest weighted score ranked one (first choice), the next highest score ranked two, and so on. All Selection Team members' ranks will be combined to identify the top-ranked firm.

### ***5.1 Technical Evaluation and Scoring***

Proposals are evaluated using a point method with for each element. (**Note:** Some evaluated elements may be weighted higher than others.) A detailed scoring evaluation will be conducted for those proposals that have passed the initial evaluation. The scoring evaluation will be accomplished in a consistent, uniform manner for all proposals. Members of the team will score each proposal according to the pre-established evaluation criteria and weights for relative importance.

(CONTINUED)

Proposals will be evaluated by the Selection Team and scored in accordance with the criteria outlined below:

Evaluation Criteria	(a) Weight	(b) Score	(a) x (b) Weighted Score
<b>QUALIFICATIONS AND EXPERIENCE OF PROJECT TEAM</b> ✓ Demonstrated successful performance on similar or related projects by firm. ✓ Experience, technical competence and role of sub-Proposers, including prior working relationship with prime (if applicable). ✓ Relevant experience of the Project Manager and key personnel in example projects. ✓ Senior staff availability and time commitment of key personnel on this project. ✓ Organization logic, quality and cost control measures in place. ✓ Overall financial stability and evidence of corporate resources committed to the Project. ✓ Other on-going project commitments and priorities.	300		
<b>SYSTEM FUNCTIONALITY / TECHNICAL SOLUTION</b> ✓ Completeness of Solution – How close does the Proposer meet the requirements as expressed in the Table of Compliance? ✓ Scalability - Ability for expansion, growth and overall functional capabilities of the System. Current technology to allow for cost-effective expansion as needs change. ✓ Technology Solution. ✓ Architecture - reliability, redundancy, environments, Disaster Recovery, Security, etc. ✓ Reporting Capabilities – ability to meet reporting needs as described. ✓ Optional Technologies – System capability	350		
<b>PROPOSED METHODOLOGY / APPROACH TO WORK</b> ✓ Demonstrated knowledge of the work required. ✓ Approach and proposed methodology to project scope, including training and schedule. ✓ Technical merit of proposed solution (logic, advantages, proven approach). ✓ Use of components and software proven in service on similar projects. ✓ System flexibility and upgradeability. ✓ Innovative approaches to service delivery and on-going operational support.	200		
<b>TRAINING AND SUPPORT</b> ✓ Work Plan – thoroughness of the training facilitators proposed training plan. ✓ Acceptable Schedule – evaluate facilitators schedule as it matches Team needs. ✓ Support available for solution beyond Pilot. ✓ Thoroughness of Training Plan.	200		
<b>QUALITY OF PROPOSAL (INCLUDING PRESENTATION, IF APPLICABLE)</b> ✓ Completeness of proposal and compliance with RFP instructions. ✓ Explanation of the project or services required. ✓ Logic, clarity and specificity of work plan. ✓ Evidence of willingness to exceed project requirements. ✓ Nature and extent of exceptions taken to contract terms, conditions or specifications. ✓ Oral Presentation (if applicable)	150		
<b>COST / COST EFFECTIVENESS</b> ✓ Total Implementation Costs ✓ Five-year total cost service/maintenance warranty expense ✓ Cost effectiveness will be evaluated with the maximum points granted to the lowest priced proposal. *	300		
<b>TOTAL:</b>	1,500		

### ***Cost Proposal Evaluation***

Cost effectiveness will be evaluated with the maximum points granted to the lowest priced proposal. All proposals will be rated based on their cost relative to the lowest-priced cost proposal. The basis for the ranking of the costs shall be as follows:

#### **Lowest Cost Proposal / Cost Proposal being evaluated**

Example:

§ Lowest cost proposal= \$1,000,000

§ Lowest cost proposal percentage=  $\$1,000,000 / \$1,000,000 = 1.0$

§ Lowest cost proposal weighted points=  $1.0 \times 300 = 300$

§ Proposal being evaluated = \$1,250,000

§ Percentage award for proposal being evaluated=  $\$1,000,000 / \$1,250,000 = .80$

§ Proposal being evaluated weighted points=  $.80 \times 300 = 240$

The proposal selected shall provide a cost-effective approach that meets the Commission's stated requirements; however, **the lowest-priced proposal will not necessarily be selected.**

### ***5.2 Final Results and Contract Award***

The scores from the technical evaluation, product demonstration and cost proposal evaluation will be summed, and the proposals will be ranked by final total score and recommended to the Commission's Executive Director. In the event that the top two proposals are scored evenly, the Commission's Executive Director shall select a proposal. Final contract award will be made after recommendation by the Selection Team and will be contingent upon successful negotiation of a contract acceptable to the Commission and receipt of evidence of the Contractor's ability to meet the Commission's insurance, indemnification, and bond requirements and the other requirements in this Proposal.

The Commission may elect to enter negotiations with one or more Proposers and require each Proposer to submit a Best and Final Offer (BAFO) in order for the Commission to arrive at a final determination.

After final negotiation of a proposed Agreement that is deemed fair and reasonable, Commission staff will recommend to the Commissioners that the Commission enter into the proposed Agreement. Final authority to approve the Agreement rests with the Commission. Contract Award is subject to FTA Grant approval and funding availability.

### ***5.3 Award Protests***

After award notification, Proposers wishing to file a protest must do so in writing in accordance with Attachment K - Resolution 91-05: VCTC Contract Protest Procedure.

## 6.0 PROPOSAL FORMAT

### 6.1 Proposal Submission

Proposals must be received by the time and date specified below. Proposals must be submitted by carrier/courier, (e.g. in-person, by US mail, FedEx, UPS, etc). **Do not fax or e-mail your proposals.** Seven (7) hard copies, including one (1) clearly marked signed Original, and one (1) USB device containing a copy of the complete proposal in searchable PDF format shall be submitted no later than **4 PM PST, SEPTEMBER 1, 2020**, as described in Section 4.5 to be considered for contract award. In addition to PDF format, copies of Cost Proposal forms (Attachment "C") shall be submitted in Excel. Postmarks will not be accepted in lieu of this requirement. Proposals and / or modifications received subsequent to the hour and date specified above or transmitted by facsimile or e-mail are not acceptable and will not be considered. Late submittals will not be accepted and will be returned unopened to Proposer. Proposals should be addressed as follows:

Ventura County Transportation Commission  
*ATTN: VCTC PURCHASING AGENT*  
950 County Square Drive, Suite 207  
Ventura, CA 93003

**All Proposals must be sealed and clearly marked with the RFP-20-710 and Title of the RFP.** The proposal must be submitted in two distinct parts, technical and cost. The cost proposal must be submitted in a separately sealed envelope clearly marked "CONFIDENTIAL COST PROPOSAL." The technical and cost proposals may be submitted in the same package.

The proposal should be concise, well organized, and demonstrate the proposer's qualifications and experience applicable to the Project. Each section of the proposal will be clearly identified with appropriate headings. Proposals will include a table of contents and all pages numbered. Proposals hard copies will be bound using 3-ring binders. Failure to follow these instructions may result in disqualification. Proposals should be prepared simply and economically, providing a straightforward, concise description of the capabilities and solutions of the Proposer. Emphasis should be on completeness and clarity of content.

The Proposer must ensure that adequate and accurate responses are provided. It is the responsibility of the Proposer to provide complete answers to each requirement even if that results in redundant, duplicated material within the proposal. The Commission's Selection Team is not required to search for the answers in other sections of the proposal response.

The proposals shall contain the following information in the order it is presented below. Failure to do so, may result in proposals as deemed non-responsive.



### 6.1.1 Transmittal Letter

A cover letter should contain a brief summary of the Proposer's team, its experience, the proposal content, the name, title, phone number, e-mail address and physical address of the team contact.

***The transmittal letter shall also acknowledge the Proposer's receipt of any RFP addenda.***

The cover letter must include a statement that the price in the proposal was arrived at independently, without collusion, consultation, communication, or agreement as to any matter related to the proposal with any other Proposer, competitor, or public officer. Proposer must acknowledge that prices are firm for a period of 180 days. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with the Commission on behalf of the submitting Proposer.

### 6.1.2 Table of Contents

Proposal Table of Contents must provide page number references for the sections, any appendices, and forms, and certifications required of this solicitation.

### 6.1.3 Executive Summary

Include a 2-4 page overview of the entire proposal describing the most important elements of the Proposer's solutions and project approach.

### 6.1.4 Section 1-Project Understanding / Proposer Solution

Based on information contained in this RFP, as well as information obtained in any subsequent addenda, pre-proposal meetings, and other materials available from the Commission, the Proposer shall describe their solution, plan, approach, and technical architectures for accomplishing the work requested. The information provided shall be in enough detail to enable the Commission to ascertain that the Proposer understands the technologies, functional requirements, related software, maintenance and warranty needs, timelines and effort to satisfy the RFP requirements. The Proposer should indicate, in written narrative, how the solutions / product(s) and services proposed will help the Commission / Transit Partners reach its objective of improving the quality of transportation services to its customers.

### 6.1.5 Section 2- System Description

Proposers should fully describe the System being offered as part of this submission. Capabilities and features should be described in the context of its application to the Commission's requirements and the benefits gained from the Proposer's solutions and / or products. Proposers must list all components or modules necessary to fully implement the project, including any third party solutions, services / products necessary to complete the total installation including the optional technologies.

Technical description of the proposed systems that includes:

- ✓ A direct response to the specifications and functions requested in this RFP;



- ✓ Diagrams that illustrate how system components interact and exchange data are encouraged;
- ✓ A description of additional functional capabilities of the proposed system not identified in the RFP;
- ✓ A description of system components and how they interact / integrate;
- ✓ A description of how the System will be Hosted, architected, and managed (hardware, software, databases, etc.);
- ✓ A description of the financial process, including how purchase and payment process work, method of revenue receipt and time frame to receive pass revenue, method of payment and time frame to pay fees for processing pass purchase – diagrams related to the financial process(es) are encouraged, and
- ✓ A Table of Compliance (Attachment B) that indicates the compliance of the proposed system with the technical specifications, including compliance with Optional Technologies. Responses shall be, “Fully Complies,” “Does Not Comply, or Partially Complies.” The Proposer may explain those sections that it marks as “Partially Complies” or “Does Not Comply”;

**Alternative Approach.** Where the Proposer wishes to propose alternative approaches to meeting the requirements, these should be thoroughly explained, including the alternative methodology to be employed to meet the functional requirements and any benefit provided to the Commission by the alternative methodology.

In addition, Proposer should describe the features of their warranty and maintenance plan that will be provided in accordance with the requirements contained within as well as a description of the maintenance requirements.

### 6.1.6 Section 3-Firm / Team Overview

Provide a team organization chart that identifies the roles of the Proposer's key personnel. If applicable, clearly delineate the responsibilities of the prime contractor and subcontractor(s). Specify the extent of the time commitment of key personnel for the duration of the project. Provide an indication of the overall level of effort for the Project, including a breakdown of staffing hours by key personnel. Describe the experience of the Proposer's project team in detail, including the team's Project Manager, engineer, and other key staff members, on projects of similar size, capacity, and dollar value. For each similar project, include the client's name and telephone number. Resumes for key personnel should be included in an Appendix (limit resumes to relevant information only). **No changes in team composition will be allowed without the prior written approval of the Commission.**

### 6.1.7 Section 4-Implementation Plan / Project Management

Proposers should fully describe the proposed implementation plan of their response to this RFP, detailing all major milestones in the process. The key milestones, or stages, from notice-to-proceed (NTP) through live testing and final acceptance should be developed as an integral part of this section, with a clearly stated and defined proposed timeline. Defined milestones shall correspond with the Milestone Payment Schedule (Attachment D).

**Project Management and Staffing** – Describe how the Proposer will manage the project, ensure completion of the scope of work described in the Proposal following the developed timeline milestones, and accomplish the required objectives. This plan must include the proposed management team, staffing plan, including information on its sources of craft labor and its training capabilities. Discuss how and what lines of communication will be implemented to maintain the project schedule.

Proposer should include a detailed Gantt Chart that includes the various tasks; activities (resource loaded) required to complete this Project. Specifically, include in the Proposer's plan a detailed schedule showing tasks and milestones for the system design, system testing and acceptance, training, documentation for Transit Partners, and a phased deployment. The Proposer will describe how they will use the plan to ensure that the schedule will be met and how the Project's many elements will be documented and tracked.

If the Proposer intends to subcontract portions of the work, Proposer will provide a complete list of potential subcontractors, their qualifications, addresses and the names and phone numbers of contact points within their organization and a description of the work to be subcontracted.

### **6.1.8 Section 5 -Quality Assurance Plan**

Proposers should describe in detail their management strategies for overall quality assurance in the POC, general implementation, testing, and operation of the System components. At a minimum, Proposers should address:

- ✓ **Testing / Acceptance**: an outline of the procedure for factory, system and burn-in testing; describe how testing will be performed for central components and for components at Commission locations; and describe how the Commission will be involved in acceptance testing.
- ✓ **Warranty, Maintenance, Support, and Upgrades**: Describe any initial and extended warranties that apply, or may be available, for hardware / software and / or services used in response to this RFP. Describe the Proposers' technical support during the Project, focusing on the implementation period as well as long-term. Describe procedures for rendering support, including the availability of technicians to provide repairs. Technical support policies and pricing must be explained in detail.
- ✓ **Quality Control**: Describe steps and methods employed by the Proposer to ensure that quality of the services and work products of the proposed system are realized.

### **6.1.9 Section 6-Training**

Proposers should provide a detailed schedule and outline for the necessary training of Commission/Transit Partners as defined herein. This section should identify the training course content, documentation / training materials, the number and type of training courses that will be required and the length of the training sessions, etc. Proposers should indicate when the training

should be provided in the context of the overall implementation time schedule. Qualifications of the staff providing the training shall be listed.

#### **6.1.10 Section 7- Commission/Transit Partner Actions under the Project**

The Commission understands that successful implementation of this Project requires a partnership between the Commission, Transit Partners and the Proposer. Proposer will identify the type of personnel and estimated time commitments needed to facilitate the proposer identified contributions from the Commission/Transit Partners.

#### **6.1.11 Section 8- Experience**

Proposers should provide a corporate profile indicating their qualifications to provide the required System and support necessary to achieve the Commission's goals for the Project. Proposers must submit a list of other systems of a similar size to the Commission's where the proposed system(s) have been installed successfully; preference is for public transit agencies. A separate list of the Proposers' last three (3) deployments, along with a project contact, address, telephone number, and e-mail address must be provided.

The Commission has created a Mail-In Reference Questionnaire which will be used by the Proposers. Please refer to the Questionnaire for specific instructions in Attachment H.

#### **6.1.12 Section 9 - Financial Statement**

The Commission wants to understand the financial condition of the Proposer. Identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to complete the project. Audited financial statements for past three (3) fiscal years, a Dun & Bradstreet report or a one-page summary from a CPA firm shall be submitted as an Appendix to the Proposer's proposal.

Please provide the following information:

- ✓ Legal name and address of Proposer
- ✓ Number of years Proposer has been in business
- ✓ Legal form of company (partnership, corporation, joint venture, etc.). (If joint venture, identify the members of the joint venture and provide all information required within this section for each member. If a corporation, certify that the corporation is in good standing with the Secretary of State)
- ✓ If Proposer is wholly-owned subsidiary of a "parent company," provide the legal name and form of the parent company
- ✓ Tax Identification Number
- ✓ Data Universal Numbering System (DUNS) Number
- ✓ Central Contractor Registration (CCN) Number
- ✓ Address(es) of office(s) that will work on this Project

- ✓ If DBE certified, identify certifying agency, as well as gender and ethnicity
- ✓ Name, title, address, e-mail address, and telephone number of the person to contact concerning the proposal
- ✓ State whether the Proposer has filed bankruptcy in the last ten (10) years
- ✓ Subcontractor letters of commitment are required and must be submitted for each subcontractor listed in the proposal

### **6.1.13 Section 10 – Pricing / Cost / Payment**

The cost proposal consists of the forms in Attachment C (Cost Proposal Forms). The Proposer shall detail the incremental and recurring costs for all items (i.e., project components and deliverables) as listed below and as further described on Attachment C:

- ✓ Unit costs for hardware. Any exception must be explained.
- ✓ Costs must be broken down for capital expenses, equipment, installation, software, project management, as well as operation and maintenance costs for the full term.
- ✓ The annual cost of operations, services, and maintenance should be listed and described. The cost shall include and detail all anticipated sources of recurring costs, including, but not limited to: transaction fees, cellular airtime, royalties, software license fees, technical support, training, integrations, rentals or anticipated replacements.
- ✓ Estimates of non-proposer or 3<sup>rd</sup>-party costs not otherwise included cost proposal, (the Commission wants no surprise costs)

Proposers shall determine its proposed payment scheme, e.g. if per transaction fee-based, fixed flat annual/monthly fees, or some other combination thereof, such as for hardware and development fees for Implementation costs, and transaction fees for ongoing costs.

Data assumptions related to volume of revenues, ridership, and fleet size are included in the Cost Proposal Forms to foster comparability between proposals.

**As part of the proposal, the Proposer must also include a payment schedule based on milestones and deliverables related to the installation and deployment of the System for the Commission consideration and negotiations (Attachment D).**

If the costs exceed the funds available for this Project, the Commission shall, at its sole discretion, remove some components from the requirements and/or Optional Technologies Requirements that would not otherwise affect the functionality of the System as determined by the Commission.

Even though the method of payment to the Proposer will be a fixed price or fee basis, a detailed cost breakdown narrative shall be provided that includes an estimate of the number of staff hours and hourly rates for each professional and administrative staff person who will be committed to this project, including fringe and overhead rates, all other direct costs, such as travel and subsistence, materials, reproduction, etc., and the cost for subconsultant services, if

applicable. This information will be used to determine the reasonableness of the Proposer's cost estimate and for pre-award audit purposes when appropriate. Labor rates and escalation will also be used to negotiate any change orders throughout the term of the contract.

**The cost proposal must be submitted in a separately sealed envelope clearly marked "CONFIDENTIAL COST PROPOSAL." The technical and cost proposals may be submitted in the same package.**

#### **6.1.14 Proposal Appendix**

The Proposer may include other materials considered relevant to the proposal. However, this is not an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief. Materials included in the appendices will not be evaluated. Do not submit more than 3 appendices, and the total number of pages combined should not exceed 10.

#### **6.1.15 Exceptions to this Request for Proposals**

The Proposer shall certify whether it takes any exception(s) to the requirements of this RFP or the standard contract provisions outlined in Section 6 below, and if so, shall list those items to which exceptions are requested and –as appropriate– provide proposed alternate language. It is not the Commission's intent to make substantial changes to the standard contract provisions. Failure to take exceptions to the RFP or standard contract provisions within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

All Proposers shall also be required to complete and submit the Table of Compliance, Attachment B, which covers each of the requirements in the RFP. If the Proposer does not comply with any of the requirements, the specific requirement must be identified and explained. Failure to take exception in the manner set forth above will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.

#### **6.1.16 Required Certifications**

As part of the proposal package, Proposers must submit all of the signed certifications as found in the Appendix. The proposal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the Proposer.

### **6.2 Product Demonstration**

Short-listed Proposers may be invited to demonstrate their proposed System in Ventura, California. Demonstrations will be limited to this specific Project and the Proposer's proposal. Proposers will have time for the demonstration to present and for follow-up and / or additional questions by the Commission.

The demonstration should be a live, working system (no PowerPoint or recorded video) that meets the requirements. The cost to assemble and develop the proposed System and attend the product demonstration will be the responsibility of the Proposer.

Depending on current federal, state or local health orders, and/or individual organizations' policies, Product Demonstrations/Oral Interviews may be held remotely, via video conference. In this case, demonstration by the Proposer team of a live system and interviews will be conducted remotely.

## 7.0 ADMINISTRATIVE/CONTRACTUAL REQUIREMENTS

The following sections outline standard administrative procedures and contractual provisions that the Commission will require in the ultimate contract for the System. For the purposes of this Section 7, the entity that is selected to perform the work contemplated by this RFP is referred to as "Proposer" or "Contractor."

### 7.1 Prime Contractor

Proposer will be the sole point of contact for the contract. The Proposer will be completely responsible for all actions and work performed by its subcontractors. All terms, conditions, and requirements of the contract will apply without qualification to any services and work performed by any subcontractor of the Proposer.

### 7.2 News Releases

Unless agreed to in writing, the Commission is the only entity authorized to issue news releases relating to this RFP, its evaluation, award, or any contract and performance there under.

### 7.3 Contract Documents

All terms and conditions included in this solicitation will be incorporated into any resultant contract.

The Commission is exempt from Federal Excise and Transportation Taxes. The Commission will furnish necessary exemption certificate upon request. Any sales tax, use tax, imposts, revenues, excise or other taxes, which are now or which may hereafter be imposed by Congress, by a state or any political subdivision hereof and applicable to the sale or the material delivered as a result of the selected Proposer's proposal and which, by the terms of the tax law, must be passed directly to the Commission, will be paid by the Commission.

### 7.4 Form of Cost Proposals

Cost proposals shall include the **Cost Proposal Forms (Attachment C) and Proposal Declaration Form (Attachment I)**, furnished to Proposers. Cost proposals that do not include these completed forms will be considered non-responsive and **WILL BE REJECTED**. The only acceptable method of modifying a cost proposal is by letter, if it is received by the person assigned to open cost proposals prior to the time set for opening of cost proposals.

### 7.5 Receipt of Proposals

Proposals must be received by the time and date specified in Section 4.5. Proposals must be submitted as specified in Section 6.1.

The Commission reserves the right to reject any or all Proposals, and to cancel the requirements at any time prior to Proposal opening and return all Proposals unopened.



## **7.6 Discrepancies**

If a Proposer becomes aware of any discrepancy, ambiguity, conflicts, error or omission in the RFP, it shall be reported immediately to the Commission staff, who will determine the necessity for clarification.

## **7.7 Appeal Procedures**

Requests for approved equals, and clarifications of specifications must be submitted to the Commission in the form of a question regarding the RFP, by the deadline for questions as specified Section 4.5 (Tentative Schedule for Evaluation, Selection, and Award).

Alternatively, proposers may submit a formal protest of specifications. Protests must be received by the Commission in writing, pursuant to Attachment K - Resolution 91-05 VCTC Contract Protest Procedure.

Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evident that the substitute offered is equal to or better than the specification requirements. The burden of proof as to the equality, substitutability, and the compatibility of proposed alternates or equals shall be upon the Proposer, who shall furnish all necessary information at no cost to the Commission. The Commission shall be the sole judge as to the quality, substitutability and compatibility of the proposed alternates or equals.

## **7.8 Addenda**

Clarification or any other notice of a change in the proposal documents will be issued only by the Commission Purchasing Agent and only in the form of written addenda posted to the Commission webpage, [www.goventura.org](http://www.goventura.org). Each addendum will be numbered and dated. Oral statements or any instructions in any form, other than addenda as described above, shall have no consideration.

Each addenda received during the proposal process shall be acknowledged in the designated space on the **Proposal Declaration Form** (Attachment I) with the information therein requested. If none are received, the words "**no addenda received**" shall be written in the said space.

## **7.9 Receiving Proposals**

Proposals received will be kept unopened until the time fixed for the proposal opening. The person whose duty it is to open the proposals will determine when the time stated above has arrived and no proposal received thereafter will be considered.



## ***7.10 Withdrawal of Proposals***

Proposals may be withdrawn only by signature of the Proposer, provided the request is received by the person whose duty it is to open proposals prior to the time fixed for proposal opening. Each proposal opened will be considered to be a valid offer and may not be withdrawn for a period of one hundred eighty (180) calendar days following opening of proposals, unless the Proposer is given written notice that the proposal is unacceptable.

## ***7.11 Evaluation of Proposals***

Proposals will be evaluated as stated in Section 5 above.

## ***7.12 Award or Rejection of Proposals***

Award will be made based on the Best Value method of scoring as described in Section 5.1.

The Commission reserves the right to REJECT ANY OR ALL proposals or any item or part thereof, or to waive any informality or irregularity in proposal when it is in the best interest of the Commission to do so.

The Commission also reserves the right to award its total requirements to one Proposer or to apportion those requirements among several Proposers, as the Commission may deem it to be in its best interest.

## ***7.13 Pre-Contractual Expenses***

Proposers are responsible for all pre-contractual expenses. Pre-contractual expenses are defined as expenses incurred by the Proposer in 1) preparing the proposal in response to this RFP; 2) submitting that proposal to the Commission; 3) negotiating with the Commission any matter related to this proposal; or 4) any other expenses incurred by the Proposer prior to date of award.

## ***7.14 Payment***

### **Payment Schedule and Invoicing**

Payment for equipment, material, and services shall be made 30 days after receipt of an Acceptable Invoice.

An Acceptable Invoice includes:

- ✓ Proper and complete billing (including support) is received by Commission.
- ✓ Acceptance by the Commission of the equipment, materials and / or services in accordance with the Scope of Work.
- ✓ Contractual agreements set forth between the Commission and the Contractor.

**Advance payments by the Commission are prohibited.**

### **Prime Contractor and Subcontractor Payments (if applicable)**

Proposer agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from receipt of each payment the prime contractor receives from the Commission. The Proposer agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission.

## **7.15 Delays**

### **Unavoidable Delays**

If services under the contract should be unavoidably delayed, the Commission's Executive Director or designee shall extend the time for completion of the contract for the number of days of excusable delay in the determination of the Executive Director or designee. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor's performance, and was not caused directly or substantially by acts, omissions, negligence or mistakes of the Contractor, the Contractor's subs, or their agents, and was substantial and in fact caused the Contractor to miss delivery dates, and could not adequately have been guarded against by contractual or legal means. Delays beyond control of the Commission / Transit Partners or caused by the Commission / Transit Partners will be sufficient justification for delay of services and Contractor will be allowed a day for day extension.

### **Notification of Delays**

The Contractor shall notify the Purchasing Agent as soon as the Contractor has, or should have, knowledge that an event has occurred which will delay delivery or installation of the System. Within five (5) calendar days, the Contractor shall confirm such notice in writing, furnishing as much detail as available.

### **Request for Extension**

The Contractor agrees to supply, as soon as such data are available, any reasonable proofs that are required by the Commission's Executive Director or designee to make a decision on any request for extension. The Commission's Executive Director or designee shall examine the request and any documents supplied by the Contractor and shall determine, in the Executive Director's or designee sole discretion, if the Contractor is entitled to an extension and the duration of such extension. The Commission's Executive Director or designee shall notify the Contractor of his decision in writing. It is expressly understood and agreed that the Contractor shall not be entitled to damages or compensation and shall not be reimbursed for losses on account of delays resulting from any cause under this provision.

## **7.16 Conditional Acceptance**

The Commission reserves the right to allow partial payments based on the conditional acceptance of the System under the condition that the Proposer will rectify cited deficiencies within an agreed upon time frame.

## **7.17 Insurance Requirements**

During the performance of the contract executed pursuant to this RFP, and at Contractor's sole expense, Contractor shall procure and maintain the following insurance and shall not of its own initiative cause such insurance to be cancelled or materially changed during the course of herein contract..

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### **Minimum Scope and limit of Insurance – Coverage(s) shall be at least as broad as:**

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
***(Not required if Contractor provides written verification it has no employees)***
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.
5. **Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If the Contractor maintains higher limits than the minimums shown above, the Commission requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Commission.

### **Other Insurance Provisions:**

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

#### ***Additional Insured Status***

**The Commission, the Transit Partners, and their officers, officials, employees, and volunteers are to be covered as additional insureds** on the required policies with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and on the CGL, Errors and Omissions, and Cyber Liability policies with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, software services, applications, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the Contractor's insurance.

#### ***Primary Coverage***

For any claims related to the contract, the **Contractor's insurance coverage shall be primary** insurance as respects the Commission, the Transit Partners, and their officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Commission, the Transit Partners, or their officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Commission and Transit Partners.**

#### ***Waiver of Subrogation***

Contractor hereby grants to Commission and Transit Partners a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Commission by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Commission and Transit Partners have received a waiver of subrogation endorsement from the insurer.

#### ***Deductibles and Self-Insured Retentions***

Contractor shall disclose to and obtain the approval of Commission for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of the Contract. Further, if the Contractor's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by the contract so as to not prevent any of the parties to the contract from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

#### ***Acceptability of Insurers***

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

#### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

### **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Commission and Transit Partners are an additional insured on insurance required from subcontractors.

### **Special Risks or Circumstances**

Commission reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **7.17.1 Proof of Insurance**

Prior to the Commission's issuance of a contract, the Contractor must furnish to the Commission a **Certificate of Insurance** which shall certify the Contractor's insurance policy adequately covers the above listed requirements. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Documents may be delivered or mailed to said office by the provider. Language on the certificate and applicable endorsements shall confirm the following:

- ✓ The required parties are designated as an additional insured on the Insurance described hereinabove.
- ✓ The coverage shall be primary as to any other insurance with respect to performance hereunder.
- ✓ Thirty (30) days written notice of cancellation or material change to Commission.

### **7.18 Liquidated Damages**

The Commission and Proposer recognize that liquidated damages requirements are appropriate if parties to a contract may reasonably expect to incur damages in the form of increased costs resulting from the late completion of the contract or certain milestones, not otherwise caused by Unavoidable Delays. Pass through of liquidated damages may include up to full cost of additional staff time, including planning, maintenance or consultant expense related to Implementation Period activities that occur after the agreed upon Milestone deadline date for Final System Acceptance (i.e. beyond the end of the scheduled Implementation Period).

## **7.19 Bond Requirements**

### **Performance Bond**

In addition, any federal bonding requirements that may exist for construction activities as outlined in Attachment J. the Proposer may be required to obtain performance and payment bonds when necessary to protect the Commission's interest.

- ✓ The following situations may warrant a performance bond:
  - ✓ The Commission property or funds are to be provided to the Proposer for use in performing the contract or as partial compensation (as in retention of salvaged material).
  - ✓ A Proposer sells assets to or merges with another concern, and the Commission, after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable.
  - ✓ Substantial progress payments are made before delivery of end items starts.
  - ✓ Contracts are for dismantling, demolition, or removal of improvements.
- ✓ When it is determined that a performance bond is required, the Proposer shall be required to obtain performance bonds as follows:
  - ✓ The penal amount of performance bonds shall be 100 percent of the original contract price, unless the Commission determines that a lesser amount would be adequate for the protection of the Commission.
  - ✓ The Commission may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Commission may secure additional protection by directing the Proposer to increase the penal amount of the existing bond or to obtain an additional bond.

### **Payment Bond**

- ✓ A payment bond is required only when the Proposer uses a subcontractor for this project.
- ✓ When it is determined that a payment bond is required, the Proposer shall be required to obtain payment bonds as follows:
  - ✓ The penal amount of payment bonds shall equal to the subcontractors interest in this project as stated by the subcontractors.

The Proposer may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The Commission shall determine the amount of the advance payment bond necessary to protect the Commission.

Within 90 days after Final Acceptance of the contract those obligations deposited as a performance bond, will be returned, less any amount owed to the Commission as a result of this contract. Obligations deposited as the payment bond, shall be held for a period of one (1) year from the date of acceptance of the contract for settlement of any claims.

### **Fidelity Bond**

During the period of time the Agreement shall be in effect, Contractor shall cause its staff personnel to be covered under an appropriate bond protecting the Commission/Transit Partners



from wrongful acts (such as theft, fraud, forgery, etc.) up to the minimum amount of one-hundred and fifty thousand dollars (\$150,000) with respect to any one occurrence by Contractor employees. Evidence of coverage will be provided to the Commission within 30 days of Notice-to-Proceed.

## ***7.20 Milestone Retainage***

Retainage for Implementation Period Project Milestones has been set at 5%. Retainage will be released upon Final System Acceptance.

## ***7.21 Prohibited Interests***

### **Prohibited Interest**

The parties hereto covenant and agree that, to their knowledge, no board member, officer, or employee of the Commission, during his tenure or for one (1) year thereafter has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the Commission, and that, if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (commencing with Section 1090) or Article 1 of Chapter 7 of Title 9 (commencing with Section 87100) of the Government Code of the State of California.

### **Interest of Members of / or Delegates to Congress**

No member of or delegate to the Congress of the United States shall be admitted to any share of or part of this contract or to any benefit arising therefrom.

## ***7.23 Warranties***

In addition to any standard warranties, the Contractor will provide the Commission with warranties for the work contemplated under this RFP in accordance with the warranty requirements outlined in Section 3.8 of this RFP.

## ***7.24 Federal Contracting Requirements***

The Contractor shall accept and comply with all applicable federal contracting requirements outlined in Attachment J. Furthermore, the Contractor shall accept any additional federal contract provisions that the Commission is made aware of or determines are required in connection with the Project.

## ***7.25 Ownership of Materials and Service Data***

**All data, procedures, descriptions, presentations and recommendations accumulated by the Proposer under the contract resulting from this RFP will be owned by the Commission.**



**The Proposer may not release, distribute, or otherwise utilize any such data without the written approval of the Commission.**

### ***7.26 Inspection and Approval of Work***

The Proposer will permit the Commission's Project Manager or a duly authorized representative to inspect and audit all work, material and other data and records connected with the contract.

### ***7.27 Patent / Copyright Infringement***

At the time of Proposer's bid submittal, the Proposer warrants that all products and services being proposed are free and clear of any and all patent infringements, copyrights, etc.

### ***7.28 Retention of Records***

The Proposer will be required to maintain accounting records and other evidence pertaining to the costs incurred for a period of three (3) years beyond contract expiration and shall make the records available at their office at all reasonable times.

### ***7.29 Liabilities against Procuring Agency***

The Contractor shall indemnify, keep and save harmless the Commission and Transit Partners, its agents, officials, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses, which may accrue against the Commission arising out of or resulting from the Contractors acts or omissions, including acts or omissions of its employees, servants and agents.

### ***7.30 Omission***

Notwithstanding the provision of drawings, technical specifications, or other data by the Commission, the Contractor shall have the responsibility of supplying all drawings and details required to make the project complete and ready for service even though such details may not be specifically mentioned in the drawings and specifications.

### ***7.31 Priority***

In the event of any deviation between the description of the equipment in the Technical Specifications and other parts of this document, the specifications shall govern.

### **7.32 Repairs after Non-Acceptance**

The Commission may require the Contractor, or its designated representative to perform the repairs after non-acceptance or the work may be done by the Commission's personnel with reimbursement by the Contractor.

#### **Repairs by Contractor**

- ✓ If the Commission requires the Contractor to perform repairs after non-acceptance of the equipment, the Contractor's representative must begin work within five (5) working days after receiving written notification from the Commission of failure of acceptance tests. The Commission shall make the equipment available to complete repairs timely with the Contractor repair schedule.
- ✓ The Contractor shall provide, at its own expense, all spare parts, tools, and space required to complete the repairs.

#### **Repairs by Commission**

- ✓ Parts Used: If the Commission decides to perform the repairs after non-acceptance of the equipment, it shall correct or repair the defect and any related defects using Contractor-specified parts available from its own stock or those supplied by the Contractor specifically for this repair. Reports of all repairs covered by this procedure shall be submitted by the Commission to the Contractor for reimbursement or replacement of parts. The Contractor shall provide forms for these parts.
- ✓ Contractor Supplied Parts: If the Contractor supplies parts for repairs being performed by the Commission after non-acceptance of the equipment, these parts shall be shipped prepaid to the Commission from any source selected by the Contractor within 10 working days after receipt of the request for said parts.
- ✓ Return of Defective Components: The Contractor may request that parts covered by this provision be returned to the manufacturing plant. The total cost for this action shall be paid by the Contractor.
- ✓ Reimbursement for Labor: The Commission shall be reimbursed by the Contractor for labor. The amount shall be determined by multiplying the number of man-hours actually required to correct the defect by a per hour, per technician straight wage rate.
- ✓ Reimbursement for Parts: The Commission shall be reimbursed by the Contractor for defective parts that must be replaced to correct the defect. The reimbursement shall include taxes where applicable and 25 percent handling costs.

### **7.33 Disputes**

Protests dealing with restrictive specifications or alleged improprieties in the solicitation must be filed pursuant to *Resolution 91-05: VCTC Contract Protest Procedures (as defined in Attachment K of this solicitation)*.

The protest will contain a statement describing the reasons for the protest and any supporting documentation. Additional materials in support of the initial protest will only be considered if filed within the time limit specified in the paragraph above. The protest will also indicate the ruling or relief desired from the Commission.

### ***7.34 Option of Obtaining Services Outside of the Contract***

The Commission reserves the right to contract separately for other services within the scope of this project if in the best interest of the Commission.

### ***7.35 Federal Changes***

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(23) October 1, 2016) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### ***7.36 Federal Transit Administration (FTA) Terms***

The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation, DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Ventura County Transportation Commission requests which would cause the Commission to be in violation of the FTA terms and conditions.

# APPENDIX

### ***Required Submittals (RFP Checklist)***

All of the below referenced documents are required as part of your proposal submittal and any required forms and/or certifications **shall be signed** by an individual or individuals authorized to execute legal documents on behalf of the proposer. Proposers are instructed to include a copy of this RFP Checklist with their proposal submission indicating compliance for each item marked by a checked box. Wherever the word "Consultant" appears in the attachments, it should be read as the equivalent to the word "Contractor." Wherever the words "bid" or "bidder" appear in the attachments, they should be read as the equivalent to the words "proposal" or "Proposer."

- ☐ Seven (7) hard copies of the proposal, including one (1) signed original
- ☐ One USB flash drive containing a soft copy of the written proposal in its entirety, in Adobe Acrobat (PDF) format; and a copy of Cost Proposal forms in Excel format.
- ☐ Acknowledgement of Receipt Form
- ☐ Table of Compliance
- ☐ Cost Proposal Forms, Including Optional Technologies Form
- ☐ Milestone Payment Schedule
- ☐ Certification of Restriction on Lobbying
- ☐ Disadvantaged Business Enterprise
- ☐ Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- ☐ Mail-In Reference Questionnaire
- ☐ Bid Form

## ***Attachment A - Acknowledgement of Receipt Form***

In acknowledgement of receipt of this Request for Proposal: #20-710, "Mobile Ticketing and Advance Fare Collection System" the undersigned agrees that he / she has received:

☐ Complete copy of the Request for Proposal beginning with the Title Page and ending with page 241.

☐ Addendum No:

☐ Addendum No:

☐ Addendum No:

*(Bidders are to modify this sheet and Insert Additional Addenda references as necessary)*

The acknowledgement of receipt should be filled out completely and submitted to the Ventura County Transportation Commission's Maintenance Manager prior to the bid deadline (date and time). It is ultimately your responsibility to check and acknowledge all amendments and addendums.

FIRM:					
REPRESENTATIVE:					
TITLE:		PHONE NO:			
E-MAIL:		FAX NO:			
ADDRESS:					
CITY:		STATE:		ZIP CODE:	
SIGNATURE:				DATE:	

This name and address will be used for all correspondence related to the Request for Proposal.

Firm **does / does not** (circle one) intend to respond to the Request for Proposal.

## ***Attachment B - Table of Compliance***

	Request for Proposals	Your Proposal	If your proposal does not fully comply, where in your proposal is this explained? (Include Pg#)
	Requirement (see corresponding RFP section for full requirement description)	Mark "F" for fully Comply, "P" for Partially Comply or N for "Do Not Comply"	
<b>3</b>	<b>Scope of Work</b>		
	As Specified.		
<b>3.1</b>	<b>Functional Requirements</b>		
	<b>A) Development of one white-label mobile ticketing application for all Transit Partners available for free download for mobile devices, that supports:</b>		
	<ul style="list-style-type: none"> <li>mobile device or computer-based purchase of, and onboard fare payment with, regionally-accepted fare media; to include, but not be limited to: stored-value or "E-purse" product, unlimited-use multi-day passes (such as a monthly or 31-day), single-ride tickets and institutionally-issued passes or tickets (such as from local colleges or social service agencies).</li> </ul>		
	<ul style="list-style-type: none"> <li>users to purchase fare product via credit card, debit card, and third-party digital wallets (e.g., Google Pay, Masterpass, Samsung Pay, Paypal, Apple Pay, etc.).</li> </ul>		
	<ul style="list-style-type: none"> <li>integration with Commission's trip planner app GOVCbus app, so that users can seamlessly purchase tickets from within the trip planner, and vice versa (plan their trip).</li> </ul>		
	<ul style="list-style-type: none"> <li>link to or display of static fares menu and other information related to Transit Partners operations</li> </ul>		
	<ul style="list-style-type: none"> <li>visual validation with a clear active display that allows quick and easy boarding (Visual Validation).</li> </ul>		
	<ul style="list-style-type: none"> <li>"contactless" validation boarding by riders (Automated Fare Validation/Collection)</li> </ul>		
	<ul style="list-style-type: none"> <li>inter and intra-agency transfers</li> </ul>		



AGREEMENT BETWEEN VCTC &  
CUBIC TRANSPORTATION SYSTEMS INC.  
*Ventura County Transportation Commission*  
*RFP For Mobile Ticketing and Advanced Fare Collection System*

*RFP 10-710*

	<ul style="list-style-type: none"> <li>pass revenues to be deposited in a bank account identified by the Commission</li> </ul>		
	<ul style="list-style-type: none"> <li>ability for Commission to modify existing and add future pass products, special promotions, or other ticket types</li> </ul>		
	<ul style="list-style-type: none"> <li>ability for app and any onboard systems (e.g. validators) to work when not connected to the internet during brief periods</li> </ul>		
	<ul style="list-style-type: none"> <li>an additional web portal for customer access to check account information, as well as for institutions and agencies to make bulk purchases and manage participant users, and so that users can view or manage receipts.</li> </ul>		
	<ul style="list-style-type: none"> <li>push notifications for those who opt-in</li> </ul>		
	<ul style="list-style-type: none"> <li>does not require users to store payment information, or create accounts, but will be optional.</li> </ul>		
	<b>B) Deployment of a back-end office management program or dashboard that is capable of, and supports both analysis of ridership information, and financial data, including:</b>		
	<ul style="list-style-type: none"> <li>accurate revenue management and accountability information of all fare transactions or validations at the route-level, and Transit Partner-level, by date, time and location.</li> </ul>		
	<ul style="list-style-type: none"> <li>ability to review and analyze sales and validation data in real-time.</li> </ul>		
	<ul style="list-style-type: none"> <li>ability to provide refunds to riders.</li> </ul>		
	<ul style="list-style-type: none"> <li>monthly revenues statements according to agreed-upon business rules as determined by the Transit Partners, and that can be modified from time to time.</li> </ul>		
	<ul style="list-style-type: none"> <li>ability to run reports with detailed usage and sales data for planning purposes, such as usage summary, user statistics, ticket statistics, and revenue summaries; and that reports be sortable by numerous fields, e.g. pass type, Transit Partner, dates of sales, dates of usage, etc.</li> </ul>		
	<ul style="list-style-type: none"> <li>all reports available in excel and print-ready PDF format.</li> </ul>		
	<ul style="list-style-type: none"> <li>ability to export data for integration with other software systems or tools.</li> </ul>		
	<ul style="list-style-type: none"> <li>ability to update required data, such as vehicle blocking prior-to and post-service delivery to ensure accurate data.</li> </ul>		

AGREEMENT BETWEEN VCTC &  
CUBIC TRANSPORTATION SYSTEMS INC.  
*Ventura County Transportation Commission*  
*RFP For Mobile Ticketing and Advanced Fare Collection System*

*RFP 10-710*

	<ul style="list-style-type: none"> <li>• PCI and CCPA compliance, and provides security of all data, including protection of personal identifying information (PII), and that continued compliance is the responsibility of the Contractor.</li> </ul>		
	<ul style="list-style-type: none"> <li>• adjustable permissions with various levels of access for Transit Partners' users based on role.</li> </ul>		
	<ul style="list-style-type: none"> <li>• ability to run health reports to determine system status across all fleets at once, and to run reports which identify potentially incorrect, or errant or unmatched data.</li> </ul>		
	<ul style="list-style-type: none"> <li>• monthly, quarterly, annually or other period-based ridership and fare revenues reporting for NTD, state controller, grants, public board, and other reporting/presentations purposes.</li> </ul>		
	It is anticipated that System back-end reporting capabilities requires on-board vehicle validators, or an on-board fixed-equipment solution. As such, the functionality noted above regarding route-level revenues management and reporting is anticipated to be completed following the initial rollout of the Visual Validation solution (i.e. in conjunction with "contactless" fare validation or Automated Fare Validation/Collection).		
<b>3.2</b>	<b>OPTIONAL TECHNOLOGIES REQUIREMENTS</b>		
	<ul style="list-style-type: none"> <li>• Payment integrations with third-party apps and services, such as trip planners (e.g. Transit App, Apple, Citymapper, Google Maps), or ride-share/micro-mobility services (e.g. Uber, Lyft), in their app via an API or SDK.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Open payment capability for contactless EMV (cEMV) payment integrated with Automated Fare Validation/Collection solution.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Integration with existing onboard cellular communications equipment through CAD/AVL system provided by GMV Syncromatics in-lieu of new or additional cellular service, wiring or communications equipment (such as modems, routers or antennae).</li> </ul>		
	<ul style="list-style-type: none"> <li>• Ability to utilize and import data via operating API from CAD/AVL system or ability to import GTFS and/or GTFS-RT data to streamline system updates (e.g. streamline communication of vehicle blocking information).</li> </ul>		
	<ul style="list-style-type: none"> <li>• Ability to digitize cash at added no-cost/transaction fee to the rider.</li> </ul>		

AGREEMENT BETWEEN VCTC &  
CUBIC TRANSPORTATION SYSTEMS INC.  
*Ventura County Transportation Commission*  
*RFP For Mobile Ticketing and Advanced Fare Collection System*

*RFP 10-710*

	<ul style="list-style-type: none"> <li>• Ability to implement optional fare capping, whereby riders pay using open payments or E-purse value that are then capped at the monthly pass level.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Promotional programs with local or selected vendors for rewards, both for use on transit and conversely for use with vendors.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Purchasing and validating multiple fares at the same time on single device for parties of two or more.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Provision and expansion of the System to Kanan Shuttle, which currently does not charge fares.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Provision and expansion of the System to Transit Partners ADA Paratransit Fleets and implement business rules specific to this mode of travel.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Provision and expansion of the System to other regional operators not yet specified and in accordance with business rules which may differ than those between Transit Partners.</li> </ul>		
<b>3.3</b>	<b>Information Technology Architecture</b>		
	As Specified.		
	<i>Specific Commission requirements are</i>		
	✓ Proposer shall provide and justify their solution architecture.		
	✓ Proposer shall meet planned uptime requirements of 99.9%.		
	✓ Proposer shall provide a System architecture for all technologies, including the Optional Technologies		
	✓ Proposer shall provide a System architecture for all supporting hardware, software, operating systems, databases, redundancies, environments, Disaster Recovery, and Security, etc.		
	✓ A backup system shall be available to the Commission in the event of failure of the central server.		
	✓ The Commission shall be informed at least thirty (30) days in advance in writing of upgrades that require updated software, hardware or higher speed Internet connectivity required by the end-users, Commission, Transit Partners, etc.		
	✓ The Proposer shall monitor and insure Internet connectivity to the services.		
	✓ The system shall be available 24 hours a day, seven days a week.		

AGREEMENT BETWEEN VCTC &  
CUBIC TRANSPORTATION SYSTEMS INC.  
*Ventura County Transportation Commission*  
*RFP For Mobile Ticketing and Advanced Fare Collection System*

*RFP 10-710*

	✓ Secure access to the full system functionality shall be available to Commission staff remotely from any computer that meets the Proposer's stated requirements.		
	✓ Remote access to the system shall be secure and protected by password or other equivalent-or-improved security measure.		
	✓ The Commission's data shall be securely stored by the Proposer and accessible only by authorized individuals.		
	✓ The System shall log all user actions.		
	✓ The Proposer shall describe anti-fraud measures.		
	✓ The Proposer shall continually adhere to industry standards and related compliance protocols typical with e-commerce, such as Payment Card Industry Data Security Standards (PCI DSS) and/or regulations, such as California Consumer Privacy Act (CCPA).		
	✓ The Commission's data shall be securely backed up on a daily basis, and backups shall be stored in a secure facility remote from the primary Host site.		
	✓ The Proposer shall prevent and protect against hacks and data corruption, and the Commission shall be held harmless against data ransom demands.		
	✓ The Proposer may not retain data if the Commission requests its destruction, deletion or transfer.		
	✓ The Proposer shall relinquish all of the Commission's data to the Commission upon request.		
	✓ The Proposer's Hosted site must be protected by current virus protection, internet security, and other security software against catastrophic failure and malicious attacks.		
	Proposer-initiated software updates, such as those related to future client project upgrades, should be extended to the Commission to the extent the updates would add benefit to the Project and are supportable within the technical requirements for Project. If the Commission requests new feature sets be added beyond those included in the initial feature set approved by the Commission for Project, the Proposer shall identify whether the requested software enhancements can be accommodated under the normal maintenance agreement or if said changes would require a change order.		
	All data collected by the Hosted System shall remain the property of the Commission. Data generated by the Commission or Transit Partners shall be available to the Commission at all times.		

AGREEMENT BETWEEN VCTC &  
CUBIC TRANSPORTATION SYSTEMS INC.  
*Ventura County Transportation Commission*  
*RFP For Mobile Ticketing and Advanced Fare Collection System*

*RFP 10-710*

	All software maintenance that could impact user access shall be performed outside of the Transit Partners' revenue service hours and updates shall be downloaded in batches to minimize downtime and maximize data transfer rates. The Proposer shall perform scheduled maintenance on its databases, applications and field elements in accordance with an approved maintenance schedule.		
<b>3.3.1</b>	Data Backups: As Specified		
<b>3.3.2</b>	Disaster Recovery Procedures: As Specified		
<b>3.3.3</b>	Continuity of Services: As Specified		
<b>3.4</b>	<b>Kick-off Meeting, Project Management, Training and Correspondence</b>		
	Kick-off Meeting: As Specified		
	Project Management: As Specified		
	Training: As Specified		
<b>3.5</b>	<b>Documentation and Installation</b>		
	Documentation: As Specified		
	Installation: As Specified		
<b>3.6</b>	<b>Testing</b>		
	Test Procedures: As Specified		
	Acceptance Testing: As Specified		
<b>3.7</b>	<b>Desired Project Implementation Schedule</b>		
	As Specified.		
<b>3.8</b>	<b>Warranty and Maintenance</b>		
	As Specified		
<b>3.8.1</b>	Installation Warranty: As Specified		
<b>3.8.2</b>	Extended Service / Warranty Period: As Specified		
<b>3.8.3</b>	Availability and Mean-Time-Between-Failure (MTBF) Targets: As Specified		
<b>3.8.4</b>	Chargeable and Non-Chargeable Failures: As Specified		

(CONTINUED)

**ATTACHMENT B – TABLE OF COMPLIANCE SIGNATURE PAGE**

---

SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL

---

DATE

---

NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

## ***Attachment C - Cost Proposal Forms***

Proposers are required to submit their cost proposals using the Cost Proposal forms presented here or a table consistent with its format. The Cost Proposal Forms consist of three forms: *Form #C-1 - Implementation Period*; *Form #C-2 - Operations Term*; and *FORM #C-3 - Optional Technologies*.

Costs must be broken down for capital expenses, equipment, installation, software, project management, as well as operation and maintenance costs for the full term. To the maximum extent possible all System capital costs, costs of operation and maintenance shall be listed and described on a per unit basis. The operation and maintenance cost shall include and detail all anticipated sources of ongoing costs, including but not limited to, transaction fees, cellular airtime, royalties, software license fees, technical support, training, integrations, rentals or anticipated replacements. Recurring costs, such as licenses and fees shall be listed for the cost per year per unit and clearly indicated as a recurring cost. For items that Proposers cannot identify a discrete solution cost, a single combined cost for the combined items may be accepted. The applicable cells should indicate which items/costs are combined. Where requested Proposer shall indicate if a cost is recurring.

The Cost Proposal forms represents the total cost of the Proposer to furnish all labor, materials and services at the prices as quoted herein, in conformance with all the specifications and contract documents. The units submitted shall be consistent with the numbers specified in the RFP and shall include spares as determined by the Commission for effective system operation.

The Proposer should modify or clarify entries, as necessary, so that the price summary represents the total cost to provide the System. The total cost shall include all incidentals associated with the hardware and software, such as mounting hardware, cables, fasteners, brackets and housings. **The Commission shall not incur additional costs for any additional equipment, services, travel, shipping, handling, communications, installation, or testing.**

### **COST PROPOSAL FORMS**

#### **COST PROPOSAL FORM #C-1 – IMPLEMENTATION PERIOD**

Form #C-1 is to be used for itemizing those costs during the Implementation Period such as for development, installation, labor, and project management. Proposers shall submit a cost for proposed line items. VCTC has included example line-item categories based on anticipated expenses. Proposers may revise line item labels and/or descriptions or add specific line-items based on the System components and approach of the Proposer. Proposers shall include any operation or maintenance costs applicable to the period of time during the Implementation Period on Form C-1 as “Year Zero” (e.g. Year Zero Airtime Fees).



## **COST PROPOSAL FORM #C-2 – OPERATIONS TERM**

Form #C-2 is to be used to itemize the detailed ongoing annual costs associated with the Operations Term of the Agreement (Years 1 – 5). The annual cost of operation and maintenance cost shall include and detail all anticipated sources of ongoing costs, as noted above, including but not limited to: transaction fees, cellular airtime, royalties, software licenses, technical support, training, integrations, rentals or anticipated replacements. VCTC has included example line-item categories based on anticipated expenses. Proposers may revise line item labels and/or descriptions or add specific line-items based on the System components and approach of the Proposer. Proposers shall propose its Extension Year(s) pricing on Form #C-2.

### **Cost Proposal Score**

**FORMS #C-1 and #C-2 combined (not including Extension Years) shall constitute the basis for scoring of the Cost Proposal Evaluation.** The Commission may request clarifications or modifications from one or more Proposers regarding aspects of their Cost Proposal(s) to ensure adequate comparability during the scoring process.

## **COST PROPOSAL FORM #C-3 – OPTIONAL TECHNOLOGIES REQUIREMENTS**

Pricing for Optional Technologies should be entered using Cost Proposal form C-3. The Proposer shall complete FORM #C-3, leaving no requested fields blank. In the case of Optional items for which there is **no cost** associated, as they will be provided as part of the System costs on FORMS #C-1 and/or #C-2, the value "\$0.00" shall be used in the PRICE column(s), and the designation "YES" entered in the "PROPOSED? YES or NO" column. If the item is proposed but **does** require an additional cost (development, operations, maintenance etc.), the associated cost shall be used, and "YES" indicated. If the item/items are not proposed or the Proposers System is not capable, the designation of N/A shall be used in both the PRICE and INCLUDED? columns.

## C – COST PROPOSAL - FORM #C-1

### Cost Form C-1: Implementation Period

Category: Item	Unit Price	Quantity	Extended Price	Recurring? Y/N
----------------	------------	----------	----------------	----------------

#### Validation:


#### Communications:


#### Software:


#### Labor:


#### Services:


**Subtotal: Implementation**

## C – COST PROPOSAL - FORM #C-2

### Cost Form C-2: Operations Term (Years 1-5)

<u>Category: Item</u>	<u>Extended Price</u> <u>(Year 1)</u>	<u>Extended Price</u> <u>(Year 2)</u>	<u>Extended Price</u> <u>(Year 3)</u>	<u>Extended Price</u> <u>(Year 4)</u>	<u>Extended Price</u> <u>(Year 5)</u>
<b><u>Validation:</u></b>					
<b><u>Communications:</u></b>					
<b><u>Software:</u></b>					
<b><u>Labor</u></b>					
<b><u>Services:</u></b>					

<b>Subtotal: Operations Term</b>					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5

## C – COST PROPOSAL - FORM #C-2

### Cost Form C-2: *EXTENSION TERM* (Option Years 6-10)

<u>Category: Item</u>	<u>Extended Price</u> <u>(Year 6)</u>	<u>Extended Price</u> <u>(Year 7)</u>	<u>Extended Price</u> <u>(Year 8)</u>	<u>Extended Price</u> <u>(Year 9)</u>	<u>Extended Price</u> <u>(Year 10)</u>
<b><u>Validation:</u></b>					
<b><u>Communications:</u></b>					
<b><u>Software:</u></b>					
<b><u>Labor</u></b>					
<b><u>Services:</u></b>					
<b>Subtotal: Operations Expense</b>					
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5

## COST PROPOSAL - SIGNATURE PAGE

<u>ITEM</u>	<u>COST</u>
(C-1) SUBTOTAL - IMPLEMENTATION PERIOD (Year 0)	
(C-2) SUBTOTAL - OPERATIONS TERM (Years 1 - 5)	
<b>*TOTAL PROPOSED COSTS (Implementation + Operations Term – ONLY, Years 0 -5)</b>	
(C-2) TOTAL OPTIONAL EXTENSION TERM – ALL FIVE OPTION YEARS (Years 6-10)	

*\*#C-1 and #C-2 combined (not including Extension Years) shall constitute the cost basis for scoring of the Cost Proposal Evaluation. The Commission may request clarifications or modifications from one or more Proposers regarding aspects of their Cost Proposal(s) to ensure adequate comparability during the scoring process.*

---

**SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL**

---

**DATE**

---

**NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL**

### OPTIONAL TECHNOLOGIES COST PROPOSAL FORM C-3

Proposers shall propose pricing for Optional Technologies listed below. Proposers

Cost Form C-3: <i>Optional Technologies</i>					
<u>Category: Item</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Price</u>	<u>Recurring? Y/N</u>	<u>INCLUDED? Y/N</u>
<b><u>Open Payment / Purchase Integrations</u></b>					
<ul style="list-style-type: none"> <li>• Payment integrations with third-party apps and services, such as trip planners (e.g. Transit App, Apple, Citymapper, Google Maps), or ride-share/micro-mobility services (e.g. Uber, Lyft), in their app via an API or SDK.</li> </ul>	_____	_____	_____	_____	_____
<ul style="list-style-type: none"> <li>• Open payment capability for contactless EMV (cEMV) payment integrated with Automated Fare Validation/Collection solution.</li> </ul>	_____	_____	_____	_____	_____
<ul style="list-style-type: none"> <li>• Ability to digitize cash at added no-cost/transaction fee to the rider.</li> </ul>	_____	_____	_____	_____	_____
<ul style="list-style-type: none"> <li>• Promotional programs with local or selected vendors for rewards, both for use on transit and conversely for use with vendors.</li> </ul>	_____	_____	_____	_____	_____

<u>Category: Item</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Price</u>	<u>Recurring? Y/N</u>	<u>INCLUDED?</u> <u>Y/N</u>
<b><u>Integration with CAD/AVL System</u></b>					
<ul style="list-style-type: none"> <li>Integration with existing onboard cellular communications equipment through CAD/AVL system provided by GMV Syncromatics in-lieu of new or additional cellular service, wiring or communications equipment (such as modems, routers or antennae).</li> </ul>					
<ul style="list-style-type: none"> <li>Ability to utilize and import data via operating API from CAD/AVL system or ability to import GTFS and/or GTFS-RT data to streamline system updates (e.g. streamline communication of vehicle blocking information).</li> </ul>					
<b><u>System Features</u></b>					
<ul style="list-style-type: none"> <li>Ability to implement optional fare capping, whereby riders pay using open payments or E-purse value that are then capped at the monthly pass level.</li> </ul>					
<ul style="list-style-type: none"> <li>Purchasing and validating multiple fares at the same time on single device for parties of two or more.</li> </ul>					



**Scalability**

• Provision and expansion of the System to Kanan Shuttle, which currently does not charge fares.

• Provision and expansion of the System to Transit Partners ADA Paratransit Fleets and implement business rules specific to this mode of travel.

• Provision and expansion of the System to other regional operators not yet specified and in accordance with business rules which may differ than those between Transit Partners.


**OPTIONAL TECHNOLOGIES REQUIREMENTS – SIGNATURE PAGE**

\_\_\_\_\_  
 SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

### Attachment D - Milestone Payment Schedule

Please Specify a suggested Milestone Payment Schedule in accordance with the RFP, Scope of Work and Proposal. Proposers are to add/delete lines, as needed.

MILESTONE PAYMENT SCHEDULE						
Implementation Period						
No.	Milestone Name	Description of Milestone [e.g. deliverables achieved and/or items included in payment]	Proposed by Date	Payment	Less Retainage (5%)	Due
	<b>Final System Acceptance Issued</b>	100% fleet passed acceptance testing, and 100% back-end system passed acceptance testing; all other testing completed successfully and VCTC issues formal System Acceptance.			N/a	

Operations Term						
No.	Item Name	Description of Achievement	Proposed by Date	Payment	Less Retainage (5%)	Due
Y1	Operations Term: Year 1 start	Conclusion of Implementation Period			N/a	
Y2	Operations Term: Year 2 start	Conclusion of Year 1			N/a	
Y3	Operations Term: Year 3 start	Conclusion of Year 2			N/a	
Y4	Operations Term: Year 4 start	Conclusion of Year 3			N/a	
Y5	Operations Term: Year 5 start	Conclusion of Year 4			N/a	

**ATTACHMENT D – MILESTONE PAYMENT SCHEDULE - SIGNATURE PAGE**

---

SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL

---

DATE

---

NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

**The above milestone payment schedule refers to the tasks identified above. Proposer may modify Milestone chart in accordance with Proposed System solution. Payment for service/maintenance warranty coverage shall be made upon commencement of service/warranty period(s) as applicable**

## ***Attachment E - Certification of Restrictions on Lobbying***

### **RETURN THIS FORM WITH YOUR PROPOSAL**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **Lobbying Certification**

As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of \_\_\_\_\_, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, "Disclosure Form to Report Lobbying," would be submitted and would include all information required by the form's instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

\_\_\_\_\_  
Signature & Title of Authorized Official

\_\_\_\_\_  
Date

## ***Attachment F - Disadvantaged Business Enterprise***

### **RETURN THIS FORM WITH YOUR PROPOSAL**

\_\_\_\_\_ hereby certifies that all reasonable efforts have been made to secure maximum disadvantaged business enterprise (DBE) participation in this contract.

BY: \_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Title

Please include on a separate sheet the names, addresses of all DBEs contacted or that will participate in the contract, the scope of work, dollar amount of for each participating DBE. Also describe all efforts which have been made to secure maximum DBE participation.

**All participating DBEs must complete the DBE affidavit, attached.**

## **Affidavit of Disadvantaged Business Enterprise**

### **RETURN THIS FORM WITH YOUR PROPOSAL**

I hereby declare and affirm that I am a qualifying DBE as describe in 49 CFR part 26 and that I will provide information to document this fact.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.**

BY: \_\_\_\_\_

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

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

***Attachment G - Certification of Primary Participant Regarding  
Debarment, Suspension, and other Responsibility Matters***

**RETURN THIS FORM WITH YOUR PROPOSAL**

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY  
MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,-
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against 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;
3. Are not 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 paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), \_\_\_\_\_

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title of Contractor's Authorized Official

## ***Attachment H - Mail-In Reference Questionnaire***

Proposer Company: \_\_\_\_\_ Date: \_\_\_\_\_

Reference Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

### **I. Instructions for Completion**

#### **A. Proposing Company**

1. Type your company name on "Proposing Company" line.
2. Type the company name of your reference on "Reference Company" line.
3. **Mail or e-mail** this form to your references; three (3) are required. To ensure receipt of an adequate number of reference responses, we recommend sending Questionnaires to more than three (3) companies.
4. Under no circumstances will reference questionnaires be accepted directly from proposer.
5. It is your responsibility to follow up with your references to ensure timely receipt of questionnaires.
6. The Commission/Transit Partners will not be an acceptable reference, nor will any member of the Proposer's organization.

#### **B. Reference Company (e.g. Public Transit Agency)**

1. Print the responding individual's name, title, phone # and date on the appropriate lines.
2. Legibly write or type your response in the following manner. Use this form or using a separate sheet of paper, restate each question followed by your answer.
3. Mail, email or fax your completed questionnaire to:

Ventura County Transportation Commission  
Attn: Aaron Bonfilio  
950 County Square Drive, 207  
Ventura, CA 93003

4. This completed questionnaire **MUST** be received by the RFP due date: **September 1, 2020**.
5. **DO NOT** return this questionnaire to the proposing company.

### **II. Qualifying Questions – PLEASE ANSWER ALL QUESTIONS**



1. Are you the primary person responsible for contract administration with the proposing company?

Yes ☐ No ☐

2. What was the nature of the project you contracted with the proposing company for?

---

---

3. When did your contract with the proposing company begin?

---

---

4. When did your contract with the proposing company end? (If not ended, when will it end?)

---

---

5. What was the approximate annual cost of the proposing company's contract with you?

---

---

**III. Evaluated Questions. Please answer the following sixteen (16) questions using the scale provided:**

1. Please rate the quality of the proposing company's overall service.

Excellent ☐ Good ☐ Fair ☐ Poor ☐

2. How well did the proposing company meet your stated goals?

Excellent ☐ Good ☐ Fair ☐ Poor ☐

3. How would you rate the response time of the proposing company to your calls or emails?

Excellent ☐ Good ☐ Fair ☐ Poor ☐

4. Were the proposing company communications with you clear and concise?

Always ☐ Usually ☐ Sometimes ☐ Never ☐

5. Were the milestones identified for the project schedule consistently met?

Always ☐ Usually ☐ Sometimes ☐ Never ☐

6. Did the proposing company keep you informed of progress?

Always ☐ Usually ☐ Sometimes ☐ Never ☐

7. Did the proposing company keep you informed of problems that would affect a timely and satisfactory outcome of your project?

Always ☐ Usually ☐ Sometimes ☐ Never ☐

8. Was the team originally assigned to your project (including project manager) maintained for the duration of your project?

Yes ☐ No ☐

9. If proposing company replaced a project manager or staff, was your prior approval obtained?

Yes ☐ No ☐

10. Have you ever had to request that any of the proposing company's team be replaced?

Yes ☐ No ☐

**If yes, please explain:**

---

---

11. Did you experience any problems with the accuracy of the proposing company's billing?

Yes ☐ No ☐

12. Did you experience problems with the proposing company canceling meetings or conference calls?

Yes ☐ No ☐

13. Was the proposing company reasonable and prudent with travel and incidental expenses?

Yes ☐ Usually ☐ Sometimes ☐ No ☐

14. Have the problems you experienced with the proposing company been dealt with to your satisfaction?

Always or No Problem ☐ Usually ☐ Sometimes ☐ Never ☐

15. Was the proposing company flexible in meeting your requirements?

Yes ☐ Usually ☐ Sometimes ☐ No ☐

**If no, please explain.**

---

---

16. From the beginning of your first contract with the proposing company, how long did it take for you to receive benefits from the proposing company's efforts on your behalf?

One Year ☐ Two Years ☐ Three Years ☐ Four Years or More ☐

#### IV. Additional Questions

1. What would you do differently next time you undertake a similar contract?

---

---

2. Explain why you would or would not do business with the proposing company again.

---

---

3. Did you use specific performance criteria to measure progress on your project? Would you be willing to share them with us?

---

---

4. What suggestions do you have to make the process easier and/or more productive?

---

---

## ***Attachment I - Proposal Declaration Form***

### **VENTURA COUNTY TRANSPORTATION COMMISSION** **Automated Vehicle Location & Passenger Information System** **Request for Proposals No. 20-710**

#### **PROPOSAL DECLARATION FORM**

To: Ventura County Transportation Commission

Pursuant to and in compliance with your Request for Proposals, calling for proposals and related documents, the undersigned proposer, having familiarized himself with the terms and conditions of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated; including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this proposal and all in strict conformity with the drawings and specifications and other contract documents, including addenda number \_\_\_\_\_.

The proposer has carefully examined the plans and specifications for this project prepared and furnished by Ventura County Transportation Commission and acknowledge their sufficiency.

It is understood and agreed that the work under the contract shall commence by the proposer, if awarded the contract, on the date to be stated in Ventura County Transportation Commission's "Notice to Proceed."

I, the proposer identified below, declare under penalty of perjury, that the information provided and representations made in this bid are true and correct and that this declaration was executed on:

\_\_\_\_\_ day of \_\_\_\_\_, 2020

NAME OF PROPOSER: \_\_\_\_\_

CORPORATE OR  
COMPANY NAME: \_\_\_\_\_

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

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## ***Attachment J - Federally Required & Other Model Contract Clauses***

### **No Obligation by the Federal Government** *(Required for all Contracts)*

The VCTC and the Contractor acknowledge and agree that, notwithstanding any occurrence by the Federal Government in or approval of this solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to VCTC, the Contractor, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **Program Fraud and False Or Fraudulent Statements And Related Acts** *(Required for all Contracts)*

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. And U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Access to Records** *(Required for all Contracts)*

The Contractor agrees to provide VCTC, the FTA Administrator, the Comptroller General of the United States or of any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making and conducting audits, inspections, examinations, excerpts, and transcriptions.

The Contractor also agrees, pursuant to 49 CFR 633.1.7, to provide the FTA Administrator or his or her authorized representatives, including any Project Management Oversight (PMO) contractor, access to the Contractor's records and construction sites pertaining to a major capital project,

defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described in 49 U.S.C. 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain such books, records, account and reports until the VCTC, the FTA Administrator, the Comptroller general, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

#### **Federal Changes**    *(Required for all Contracts)*

The Contractor shall at all times comply with all applicable Federal Transit Administration (FTA) regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the grant agreements between the Ventura County Transportation Commission (VCTC) and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure by the Contractor to so comply shall constitute a material breach of this contract. In the event any such changes significantly affect the cost or the schedule to perform the work, the Contractor shall be entitled to submit a claim for an equitable adjustment under the applicable provisions of this contract.

#### **Termination**    *(Required for all projects over \$10,000)*

**Termination for Convenience** - The VCTC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

**Termination for Default [Breach or Cause]** - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the VCTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the VCTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the VCTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

**Opportunity to Cure (General Provision)** - The VCTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to VCTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written

notice from VCTC setting forth the nature of said breach or default, VCTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude VCTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

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

**Title VI Of The Civil Rights Act Of 1964** *(Required for all Contracts)*

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), and subcontractors agree as follows:

- A. Compliance with Regulations.** The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination.** In accordance with Title VI of the Civil Rights act, as amended, 42 U.S.C. 200d section 3 03 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- C. Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
  - 1. Race, Color, Creed, National Origin, Sex** – In accordance with title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 Relating to Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the project for which this Contract work is being performed. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.



2. **Age** – In accordance with section 4 of the Age discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal Transit laws at 49 U.S.C. 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
  3. **Disabilities** – In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “ Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
  4. **Immigration and Naturalization Act of 1986** – In connection with the execution of this Contract, the Contractor must comply with all aspects of the federal Immigration and Naturalization Act of 1986.
- D. Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- E. Information and Reports.** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by City or the Federal Transit Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to City or the Federal Transit Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- F. Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with nondiscrimination provisions of this contract, City shall impose contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Contractor under the contract until the Contractor complies; and/or
  2. cancellation, termination, or suspension of the contract, in whole or in part.
- G. Subcontracts.** The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**Disadvantaged Business Enterprises** *(Required for all Contracts)*

The Ventura County Transportation Commission (VCTC) has established a DBE Program pursuant to 49 C.F.R. Part 26, which applies to this Agreement. The requirements and procedures of VCTC's DBE Program are hereby incorporated by reference into this Agreement. Failure by any party to



this Agreement to carry out VCTC's DBE Program procedures and requirements or applicable requirements of 49 C.F.R. Part 26 shall be considered a material breach of this Agreement, and may be grounds for termination of this Agreement, or such other appropriate administrative remedy. Each party to this Agreement shall ensure that compliance with VCTC's DBE Program shall be included in any and all sub-agreements entered into which arise out of or are related to this Agreement.

CONTRACTOR's failure to make good faith efforts to comply with VCTC's DBE Program shall be considered a material breach of this AGREEMENT and may give rise to certain administrative penalties and proceedings, including, but not limited to, those set forth in 49 C.F.R. Part 26.107.

No later than Thirty (30) working days after receiving payment of retention from City for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall make full payment to its subcontractors of all compensation due and owing under the relevant subcontract agreement, unless excused by City for good cause pursuant to provisions of Section 1.1 below.

No later than Thirty (30) days after receiving payment of retention from City for work satisfactorily performed by any of its subcontractors for services rendered arising out of or related to this Agreement, CONTRACTOR shall also make full payment to its subcontractors of all retentions withheld by it pursuant to the relevant subcontract agreement, unless excused by City for good cause pursuant to provisions of Section 5.1 below.

There shall be no substitution of any DBE subcontractors subsequent to award of this Contract without the written approval of the City's DBE Officer.

**Incorporation of Federal Transit Administration (FTA) Terms** *(Required for all Contracts)*

The Contractor shall take such action with respect to any subcontract or procurement as VCTC or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request VCTC, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Debarment and Suspension** *(Required by all projects greater than \$25,000)*

A. The Contractor shall include in each subcontract exceeding \$25,000, regardless of tier, a clause requiring each lower tiered subcontractor to provide the certification set forth in paragraph B of this section. Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall knowingly enter into any lower tier subcontract exceeding \$25,000 with a person who is disbarred, suspended or declared ineligible from obtaining federal assistance funds. If a proposed subcontractor is unable to certify to the statements in the following certification, the Contractor shall promptly notify VCTC and provide all applicable documentation.

B. Each subcontractor with a subcontract exceeding \$25,000 shall certify as follows  
**(COMPLETE ATTACHMENT "G" FOR CERTIFICATION FORM):**

## **CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,-
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against 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;
3. Are not 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 paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), \_\_\_\_\_

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name and Title of Contractor's Authorized Official

**Buy America** *(Required for Construction Projects and Materials and Supplies greater than \$100,000)*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by

Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**BUY AMERICA CERTIFICATION REQUIREMENT FOR PROCUREMENT  
OF STEEL, IRON, OR MANUFACTURED PRODUCTS.**

***Certificate of Compliance with 49 U.S.C. 5323(j)(1)*** The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

***Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)*** The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

**Breach of Contract** *(Required for Contracts Greater than \$100,000)*

**Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s [title of employee]. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

**Performance During Dispute** - Unless otherwise directed by (Recipient), Contractor shall continue performance under this Contract while matters in dispute are being resolved.

**Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**Remedies** - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the (Recipient) and the Contractor arising out of or relating to this

agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the (Recipient) is located.

**Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Clean Air** *(Required for Projects greater than \$100,000)*

The contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Section 1 1017 of the California Government Code. All Contractors and suppliers shall be required to submit evidence, if requested, to City that the governing air pollution control criteria will be met.

The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 under this Contract.

**Clean Water** *(Only required for projects over \$100,000)*

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Lobbying** *(Required for all FTA Contracts over \$100,000)*

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

(continued)

## Lobbying Certification

As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of \_\_\_\_\_, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, "Disclosure Form to Report Lobbying," would be submitted and would include all information required by the form's instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understand that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

\_\_\_\_\_  
Signature & Title of Authorized Official

\_\_\_\_\_  
Date

### **Cargo Preference** *(Required for Rolling Stock Purchase, Construction and Materials and Supplies which includes transport by an ocean vessel)*

The contractor agrees:

- a. *to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;*
- b. *to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)*
- c. *to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.*



**Fly America Requirements** *(Required for all Contracts)*

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**Davis-Bacon and Copeland Anti-Kickback Acts** (Required for Construction Projects Greater than \$2,000)

(1) **Minimum wages** - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met: 1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and, 2 The classification is utilized in the area by the construction industry; and 3.

The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and 4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof. (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action

taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** - The [ *insert name of grantee* ] shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the [ *insert name of grantee* ] may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of



trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the [ **insert name of grantee** ] for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following: (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete; (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3; (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of

apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

**(5) Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**Contract Work Hours And Safety Standards Act** *(Required for Operations/Management, Rolling Stock Purchases and Construction Projects over \$2,500)*

**Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**Violation; Liability For Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen, and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**Withholding For Unpaid Wages And Liquidated Damages.** The (write the name of the grantee or recipient) shall upon its own action or upon written request of an authorized representative of the department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

**Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

(Section 102 non-construction contracts should also have the following provision:)

**Payrolls and Basic Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions thereof of the types described in section [1\(a\)\(2\)\(B\)](#) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(This section is applicable to construction contracts only)

The Contractor agrees to comply with section 107 of the Contract Work Hours and safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

**Subcontracts** – The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier

fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

**Bonding** (Required for Construction Projects greater than \$100,000)

The Recipient agrees to comply with the following bonding requirements and restrictions as provided in Federal regulations and guidance, except as FTA determines otherwise in writing: (1) Construction. As provided by Federal regulations and modified by FTA guidance, for Project activities involving construction, it will provide: (a) Bid guarantee bonds, (b) Contract performance bonds, and (c) Payment bonds, and (2) Activities Not Involving Construction. For Project activities not involving construction: (a) It will not impose excessive bonding, and (b) It will follow FTA guidance Bid Bond Requirements

**Seismic Safety** *(Required for Professional Services (A&E) and Construction Projects and Materials and Supplies)*

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**Transit Employees Protective Act** *(Required for Operations and Management Projects)*

The Contractor agrees to the comply with applicable transit employee protective requirements as follows:

1. General Transit Employee Protective Requirements - To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection (1), however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.



2. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
3. Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas - If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

**Charter Service and School Bus Operations** *(Required for Operations and/or Management Projects)*

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

**Federal Privacy Act** *(Required for all Contracts)*

Contracts Involving Federal Privacy Act Requirements - The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

**Drug and Alcohol Testing** *(Required for Operations and Management Programs)*

The Recipient agrees to comply, and assures its Third Party Participants will comply with: (a) Federal transit laws, specifically 49 U.S.C. § 5331, as amended by MAP-21, (b) FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. part 655, and (c) Applicable provisions of DOT regulations, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," 49 C.F.R. part 40, and (2) Remedies for Non-Compliance.

Recipient agrees that if FTA determines that a Recipient of funds or a Third Party Participant receiving funds under 49 U.S.C. Chapter 53 is not in compliance with 49 C.F.R. part 655, the Federal Transit Administrator may bar that Recipient or Third Party Participant from receiving all or a portion of the Federal transit assistance it would otherwise receive.

**Patent Rights** *(Only applies for experimental, developmental or research work)*

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution.

In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party. Any subject data developed under that contract, whether or not a copyright has been obtained; and Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part provided by FTA.

When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c) , however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

Data developed by the Purchaser or Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause , provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

Unless FTA determines otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e. , a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.



**Patent Rights** - This following requirement applies to each contract involving experimental, developmental, or research work:

General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

**Energy Conservation** *(Required for all Contracts)*

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**Recycled Products** *(Required for Operations and Management, Construction and Materials and Supplies Projects greater than \$10,000)*

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**National Intelligent Transportation Systems Architecture and Standards** *(Required for all Contracts)*

The Recipient agrees to: (1) Conform to the National Intelligent Transportation Systems (ITS) Architecture requirements of 23 U.S.C. § 517(d), as amended by MAP-21, unless it obtains an exemption from those requirements, and (2) Except as the Federal Government determines otherwise in writing, follow: (a) FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and (b) Other applicable Federal guidance.

**Access Requirements For Persons With Disabilities (ADA)** *(required for all contracts)*

The Recipient agrees to comply with the requirements of 49 U.S.C. § 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and

designing those services and facilities to implement that policy. The Recipient also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto. In addition, the Recipient agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- (10) Any implementing requirements FTA may issue.

#### **State and Local Government Laws/Regulations**    *(Required for all Contracts)*

To the extent required under Federal law, the State, as the Recipient, agrees to provide the following information about FTA funding for State Programs or Projects: a. Types of Information. The State will provide information including: (1) Identification of FTA as the Federal agency providing the Federal funds for the Program or Project, (2) The Catalog of Federal Domestic Assistance Number of the Program from which the Federal funding for the Program or Project is authorized, and (3) The amount of Federal funds FTA has provided for the Program or Project, and b. Documents. The State will provide the information required under this provision in the following documents: (1) Requests for proposals, (2) Solicitations, (3) Grant or cooperative agreement applications, (4) Forms, (5) Notifications, (6) Press releases, and (7) Other publications.

#### **Bus Testing Certification**    *(Required for Rolling Stock Purchases)*

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the

procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.

2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

#### **CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date:

---

Signature:

---

Company Name:

---

Title:

---

**Pre-Award and Post-Delivery Audit Requirements** *(Required for Rolling Stock Purchases over \$100,000)*

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

1. Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
2. Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
3. Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

## ***Attachment K – Resolution 91-05 VCTC Contract Protest Procedures***

### **RESOLUTION 91-05**

#### **A RESOLUTION OF THE VENTURA COUNTY TRANSPORTATION COMMISSION ADOPTING CONTRACT PROTEST PROCEDURES**

#### **SECTION I.**

#### **THE VENTURA COUNTY TRANSPORTATION COMMISSION DOES HEREBY DETERMINE AND FIND AS FOLLOWS:**

- A. The Ventura County Transportation Commission (hereinafter, "VCTC") does from time to time solicit bids from contractors for work and/or proposals for professional services; and
- B. There is a potential that an Interested Party (as defined in Section II.A, below), may at some time wish to protest the determinations hereinafter set forth as protestable; and
- C. It is in the interest of the health, safety and general welfare of the residents of Ventura County and potential Interested Parties that the Commission establish procedures for protests to contracts awarded by, and bids or proposals on contracts received by VCTC, as hereinafter set forth:

#### **SECTION II.**

#### **NOW, THEREFORE, THE VENTURA COUNTY TRANSPORTATION COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:**

##### **A. GENERAL.**

- 1. This policy specifies procedures for Interested Parties (as hereinafter defined) protesting the following staff actions:
  - (a) A written notice, by, or on behalf of, the Executive Director denying a bidder's or proposer's request for a change in contract requirement; and
  - (b) A written recommendation to Ventura County Transportation Commission ("VCTC") or a decision made by, or on behalf of, the Executive Director to disqualify a proposer, bidder or subcontractor; and
  - (c) A written recommendation by, or on behalf of, the Executive Director that VCTC award a contract to a particular bidder or proposer.
- 2. This policy does not govern any VCTC staff decision not listed in this Section II.A.

3. When a protest has been properly filed, pursuant to the procedures hereinafter set forth, prior to contract award, the VCTC shall not award the contract prior to deciding the protest. When a protest has been properly filed before the opening of bids, bids shall not be opened prior to the VCTC decision on the protest. When a protest has been filed properly after the contract is awarded, the contract shall not be executed until the protest is resolved by the VCTC.
4. Materials submitted as a part of the protest resolution process will be available to the public except to the extent that:
  - (a) The information is designated proprietary by the person submitting the information to VCTC. If the person submitting material to VCTC considers that the material contains proprietary material which should be withheld, a statement advising of this fact shall be affixed to the front page of the material submitted and the alleged proprietary information must be specifically identified in the body of the materials wherever it appears.

**B. FILING A PROTEST**

1. Protests may be filed only by "Interested Parties". "Interested Parties" are defined as (a) bidders who have responded, and prospective bidders who may respond, to a request for bids, (b) prospective professional services contractors who may respond, and professional service contractors who have responded, to a request for proposals on a VCTC contract and/or a generally funded contract, and (c) subcontractors or suppliers at any tier who have a substantial economic interest in an award, a provision of the specifications, or a bid or proposal submitted to VCTC by a prime contractor, or in the interpretation of the provisions of such documents.
2. Protests to a contract requirement must be filed at least ten (10) working days prior to bid opening or the deadline for receiving proposals. Protests to VCTC staff actions must be filed within five (5) working days of receipt by the bidder or proposer from the Executive Director, or a person authorized to act on behalf of the Executive Director, or written notice of the VCTC staff action.
3. Protests shall be addressed to Ventura County Transportation Commission, 950 County Square Drive, Suite 207, Ventura, California, 93003, or such other address as may appear on the request for proposal for bid solicitation.
4. Protests shall be in writing and contain a statement of the ground(s) for protest. At least ten (10) copies of the protest shall be submitted by the protestor in the time and manner specified in this section.
5. The Executive Director, or an authorized person acting on behalf of the Executive Director, shall provide notice, by telephone, telephone facsimile (FAX) or by letter, to all bidders and/or persons who have submitted proposals on the contract which is subject to the protest known to VCTC. Such notice shall state that a protest has been filed with VCTC and identify the name of the protestor. The notice shall be given not more than five (5) working days after receipt of a properly filed protest. The notice shall state that bidders will receive further information relative to the

protest only by submitting a written request for further information to the Executive Director.

**C. VCTC PRELIMINARY RESPONSE TO A PROTEST: MEETING WITH STAFF TO ATTEMPT EARLY RESOLUTION OF THE PROTEST**

1. Not more than ten (10) working days after receipt of a properly filed protest, the Executive Director, or a person authorized to act on his or her behalf, shall prepare and distribute to the protestor and to all persons specified in Section B.5, above:
  - (a) A written preliminary response to the protest. This response shall include a brief explanation of the reasons why the protested VCTC staff action is justified; and
  - (b) The time, date and place of the meeting described in Section C.2, below.
2. The Executive Director and/or appropriate VCTC staff shall meet with the protestor to discuss and attempt to resolve the protest within thirty (30) days of the response required by section C.1(a) above.
3. After the meeting required by Section C.2, above the protestor shall within five (5) working days give the Executive Director written notice that either the protest is withdrawn or, alternately, that the protestor requests further consideration of the protest. In the event that the protestor fails to file the notice required by this Section C.3 at the office of the Executive Director within five (5) working days after the meeting, the protest shall be deemed withdrawn.

**D. FURTHER INVESTIGATION**

1. If a protest is not withdrawn pursuant to Section C.3, above, the Executive Director shall, within thirty (30) days of receipt of the notice from the protestor described in Section C.3, above, further investigate the protest with the assistance of the VCTC staff.
2. The Executive Director may contract for third-party consulting services when necessary to investigate a protest. The Executive Director may negotiate with the protestor and other interested parties the sharing of the cost of such consulting services.
3. As part of the investigation, the Executive Director shall establish a reasonable time within which VCTC, the protestor, and other interested parties shall exchange all documents and arguments relevant to the protest; provided, however, that such time shall not exceed thirty (30) days without the concurrence of the protestor and the Executive Director.

**E. INTENDED DECISION: COMMENTS BY PROTESTOR AND OTHER PARTIES**

1. Following investigation, the Executive Director shall, within thirty (30) days, prepare and distribute to the protestor and all persons specified in Section B.5:



- (a) An intended decision recommending actions which the Executive Director believes the VCTC should take to resolve the protest and specifying the reasons for the recommended action of the VCTC.
  - (b) A statement of the date within which the protestor and other persons must submit written comments with respect to the intended decision. Such date shall allow a reasonable period for rebuttal and shall vary according to the complexity of the particular protest;
  - (c) Given written notice to all Interested Parties of the time, date and place of the VCTC meeting at which the protest will be considered.
- 2. The following materials shall be included in the agenda package sent to VCTC members prior to the VCTC meeting and shall be available to any person at the VCTC office at least five (5) working days before the hearing:
  - (a) The intended decision described in Section E.1(a), above.
  - (b) All written comments received within the submittal period described in Section E.1(b), above.
  - (c) If the Executive Director has revised his/her intended decision since its distribution pursuant to Section E.2(a), above, a written description of the new intended decision and the reasons for revision.

**F. VCTC CONSIDERATION**

- 1. At the hearing, VCTC staff and any person may present evidence relating to the protest. At the beginning of the hearing, the Chair of the VCTC may announce time limits on testimony and other procedural rules which, in the opinion of the Chair, are reasonable necessary to preclude repetitious or irrelevant testimony and afford all persons wishing to testify the opportunity to be heard.
- 2. In rendering its decision on the protest:
  - (a) VCTC may adopted or amend the intended decision and findings of fact prepared by the Executive Director and Staff; or
  - (b) Make findings and adopt a decision different from the findings and intended decision of the Executive Director; or
  - (c) Elect to defer its decision and direct VCTC staff
  - (d) To Further investigate the protest; or



- (e) Hire an impartial hearing officer to conduct a hearing and prepare a written recommended decision, including findings of fact, to be returned to VCTC for decision which shall be made pursuant to the procedures outlined in this Section.

## ***Attachment L - Defined Terms / Acronyms***

A listing of abbreviations and acronyms and their non-abbreviated spellings used in the Specification is provided below:

**Acceptance Testing:** Includes all testing to verify the requirements of the Agreement as defined in this Scope of Work.

**ADA:** The Americans with Disabilities Act of 1990

**AES:** Advanced Encryption Standard

**AFCS:** Automated Fare Collection System

**Agreement:** The Agreement between the Contractor and Commission for Mobile Ticketing and Advanced Fare Collection System Installation, Implementation, and Maintenance Support.

**API:** Application programming interface

**ARRA:** American Recovery and Reinvestment Act

**ASCII:** American Standard Code for Information Interchange

**ASP:** Application Service Provider, i.e., the Contractor

**Automated Fare Validation/Collection:** Contactless Fare Payment or Validation using mobile phone via Contractor app, cEMV payment card, that does not require driver to visually inspect ticket. And by which data related to validation and boarding is transmitted to the back-end system.

**Automatic Vehicle Location (AVL) System:** A system consisting of a global positioning system (GPS) receiver used for vehicle tracking.

**Availability:** A ratio of the actual time a system, subsystem, or equipment is deemed operable and functioning properly as required by this Specification relative to the total time elapsed in said interval.

**BOM:** Bill of Materials

**CAD/AVL:** Computer Aided Dispatch/ Automatic Vehicle Locator

**Commission:** The Ventura County Transportation Commission (VCTC / Commission).

**Commission Designated Representatives:** Person or persons authorized by Commission to represent the Commission in all dealings with the Contractor.

**Contractor:** The successful Proposer selected by Commission to install, implement and support the on-going maintenance of the System.

**COTS:** Commercially Off-the-Shelf hardware and software supplied by the Contractor under this Agreement.

**CPPS:** Cutover Phasing Plan and Schedule

**Design Documentation:** System design documentation required under the Scope of Work, including the System Requirements Document and System Design Document.

**Downtime:** Any period of time when a system, subsystem, or equipment is deemed unavailable for use. The opposite of "Uptime".

**DSD:** Detailed System Design

**DTD:** Document Type Definitions

**EMV:** stands for Europay, MasterCard and Visa, a global standard for inter-operation of integrated circuit cards and IC card capable point of sale terminals and automated teller machines, for authenticating credit and debit card transactions.

**End-to-End:** “End-to-end” means all software/hardware/interfaces and labor to ensure proper operation and availability of Systems implemented as part of this Project.

**Factory Acceptance Test (FAT):** The testing performed by the Contractor in accordance with the Scope of Work.

**FDR:** Final Design Review

**Force majeure:** Any occurrence which is outside the control of either Commission, Transit Partners, or the Contractor, such as natural disasters, that could not be evaded through the exercise of due care.

**FTA:** Federal Transit Authority Administration

**Geo-fence:** A user-defined boundary that has been created, viewed, and edited visually on an interactive map to monitor the location and movement of an object (such as a vehicle).

**GPS:** Global Positioning System

**GTFS:** General Transit Feed Syntax (Static)

**GTFS-RT:** General Transit Feed Syntax-Realtime

**GUI:** Graphical User Interface

**HTML:** Hypertext Markup Language

**Hosted System:** Information technology model where all hardware, services and support needed to effectively operate a system are provided by the Contractor as part of ongoing monthly costs associated with ownership of the system. (see also “Application Service Provider” or “ASP”)

**ICD:** Interface Control Document

**ID:** Identification

**I/O:** Input / Output

**ITS:** Intelligent Transportation Systems

**Interactive Voice Response (IVR) System:** An interactive technology that allows a computer to detect voice and keypad inputs, such as the Bay Area’s 511 IVR telephone system.

**JMS:** Java Message Service

**LAN:** Local Area Network

**LDAP:** Lightweight Directory Access Protocol

**MTBF:** Mean Time Between Failures

**MTTRR:** Mean Time to Repair and Respond

**NIC:** Network Interface Card

**NTCIP:** National Transportation Communications for Intelligent Transportation Systems Protocol

**ODBC:** Open Database Connectivity

**OEA:** Overt Emergency Alarm

**OEM:** Original Equipment Manufacturer

**PA:** Public Access System

**PDF:** Portable Document Format

**PDR:** Preliminary Design Review

**Project:** Commission's Mobile Ticketing and Advanced Fare Collection System

**Project Management Plan:** The plan developed by the Contractor for the Project in accordance with this Scope of Work and approved by Commission, as the same may be amended from time to time by written agreement of Commission and the Contractor.

**PRTT:** Priority Request To Talk

**QA/QC:** Quality Assurance and Quality Control Program

**QoS:** Quality of Service

**Recovery Act:** American Reinvestment and Recovery Act of 2009

**RF:** Radio Frequency

**RFP:** Request For Proposal

**RMA:** Return Merchandise Authorization

**ROI:** Return On Investment

**RTM:** Real-Time Monitor

**RTIS:** Real-time Transit Information System

**RTT:** Request To Talk

**SA:** System Administrator

**SAE:** Society of Automotive Engineers

**SDD:** System Design Document

**SDK:** Software Design Kit

**Service Level Agreement:** A set of performance standards similar to those contained in Section 3.0 of this Scope of Work that shall govern the Contractor's maintenance and uptime responsibilities that support the System.

**System:** The complete Mobile Ticketing and Advanced Fare Collection System that includes the hardware, software and financial services required to meet the technical and operational requirements of the Scope of Work.

**System Acceptance:** Commission's final acceptance of each or any phase of the Project shall be deemed to have occurred when Commission in its sole discretion, determines that the Contractor has complied with all of the completion requirements set forth for the Project in this Scope of Work for Implementation Period deliverables.

**SIT:** System Integration Testing

**STS:** Special Transportation Services

**TCH:** Transit Control Head

**TCIP:** Transit Communications Interface Profiles

**TCP/IP:** Transfer Control Protocol / Internet Protocol

**Transit Partners:** The collection of transit providers seeking services through this RFP that the Commission is acting on behalf of, including the Commission operated systems VCTC Intercity and Valley Express; as well as, Gold Coast Transit District, Simi Valley, Thousand Oaks Transit, Moorpark City Transit, Ojai Trolley, Camarillo Area Transit / Trolley,.

**TSP:** Traffic Signal Priority

**Uptime:** See "Availability"

**USB:** Universal Serial Bus

**VAN:** Vehicle Area Network

**VCTC:** Ventura County Transportation Commission (VCTC / Commission)

**Vehicle Logic Unit (VLU):** The main data collection computer on-board the vehicle

**Visual Validation:** Process by which bus driver is able to visually check fare media provided by the Contractor through the use of a mobile app.

**VLAN:** Virtual Local Area Network

**VLU:** Vehicle Logic Unit

**VMCS:** Vehicle Monitoring and Communication System

**VMS:** Vehicle Monitoring System

**VOIP:** Voice Over Internet Protocol

**WAN:** Wide Area Network

**Wi-Fi:** Wireless Fidelity

**WLAN:** Wireless Local Area Network

**Work:** Scope of Work. Includes deliverables, tasks and services described herein.

**WPA2:** Wireless Protected Access

**XML:** Extensible Markup Language



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

**REQUEST FOR PROPOSAL**  
**Mobile Ticketing and Advanced Fare Collection System**  
Addendum #1  
August 17, 2020

Table of Contents:

1. Acknowledgment of the Receipt of Addendum
2. Pre-proposal Video Conference Attendee list.
3. Pre-proposal conference presentation copy.
4. Link to recording of video conference (including any verbal answers to questions) and copy of written questions submitted through "Question box".
5. Letter dated 7/28/20 by Hinshaw and Culberston, LLP regarding Pre-proposal Conference and response by VCTC dated 8/11/20.
6. Existing Vendors Contact List – Fare Collection, Communications and CAD/AVL

---

Ventura County Transportation Commission

VCTC RFP No: 20-710  
Title: Mobile Ticketing and Advanced Fare Collection System  
Issued: July 10, 2020  
Due: Sept. 1, 2020  
Addendum: No. 1

---

**Item #1: Acknowledgement of Receipt of Addendum**

The undersigned acknowledges receipt of **Addendum #1 to VCTC RFP No. 20-710**. This receipt must be included with your firm's proposal. Any proposal submitted without a completed Acknowledgement of Receipt of Addendum may be deemed non-responsive and discarded.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company/Firm



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

## Ventura County Transportation Commission

VCTC RFP No: 20-710  
Title: Mobile Ticketing and Advanced Fare Collection System  
Issued: July 10, 2020  
Due: Sept. 1, 2020  
Addendum: No. 1

### **Item #2: Pre-proposal Video Conference Attendee list.**

First Name	Last Name	Email
Jessi	Brown	jessica.brown@cubic.com
Mahon,	Mark	mark.mahon@spx.com
Jason		jhelto26@gmail.com
Dev		dev@amnex.com
Avit	Castillo	acastillo@goventura.org
Guy		guy@masabi.com
tle		tle@goventura.org
Sean	Walcott	sean.walcott@cubic.com
thierry	burgess	thierry.burgess@paragon-id.com
Violeta	Villela	vvillela@goventura.org
Stephen	Efner	sefner@goventura.org
Christopher	Yi	chris.yi@hubspire.com
Sam	Daly	sam@tokentransit.com
Jeni	Eddington	jeddington@goventura.org
arunkumar.pv		arunkumar.pv@datamatics.com
Vicente	Simon	vicente.simon@masabi.com
Ross		wengeb7@ffwebookun.com
sreenivas.n		sreenivas.n@datamatics.com
Justin	Deno	justin@bytemark.co
Chung	Chung Tam	tam@americaneagle.com
Zachary	Browne	zachary@tokentransit.com
Greg	Elsborg	gelsborg@dart.org
Justin	Deno	justinpdeno@gmail.com
Puneet	Soni	puneet.soni@datamatics.com
Jeff	Nullmeyer	jeff.nullmeyer@masabi.com
Nishant	Upadhyay	nishant@amnex.com
Syed	Aziz	syed.abdul@gmail.com
dlopez		dlopez@goventura.org
Javier	Rios	rios.barriuso@bpcbt.com
Amnex		shravan@amnex.com
Bob	Hamilton	robert.hamilton@cubic.com
Patrick	Mccurley	pmccurley@dart.org
Tomás	Lara	tlara@docutronica.com



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

Ventura County Transportation Commission

VCTC RFP No: 20-710  
Title: Mobile Ticketing and Advanced Fare Collection System  
Issued: July 10, 2020  
Due: Sept. 1, 2020  
Addendum: No. 1

---

**Item #3:**      **Pre-proposal conference presentation copy.**

(CONTINUED)





Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591



## Ventura County Transportation Commission

### Mobile Ticketing and Advanced Fare Collection System Request for Proposals

Pre-proposal Conference  
July 21, 2020



## Mobile Ticketing and Advanced Fare Collection System

### TODAY'S AGENDA:

- ✓ INTRODUCTIONS
- ✓ PROJECT OVERVIEW
- ✓ RFP REQUIREMENTS
- ✓ QUESTIONS AND ANSWERS

Primary point of contact / "purchasing agent":  
Aaron Bonfilio, Program Manager – Transit Services  
[abonfilio@goventura.org](mailto:abonfilio@goventura.org) – 805.642.1591 x 121



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591



## VCTC Background

- Countywide regional transportation planning agency for Ventura County
- Operate intercity commuter bus service (and administer local service on behalf of Fillmore, Santa Paula and County of Ventura)
- Provide regional fare media program to Ventura County transit providers– including single ride tickets and period passes (via magnetic stripe + visual validation), and *College Ride* -student “fare” promotion (visual validation student ID’s)
- Provide real-time passenger information and back-end CAD/AVL system to Ventura County transit providers
- 2001 to 2015: provided a regional account-based smartcard system to Ventura County transit providers (period passes and stored value “e-wallet”)



## Scope of Work

- 1. Mobile ticketing solution for VCTC and Transit Partners**
- 2. Back-end office management and dashboard system**
- 3. Options – features and/or expansion**

Agreement:

- Five-year term following system acceptance
- Five additional 1-year extension options
- Total 10 years (5yrs base + 5yrs options)





Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591



## Transit Partners

### Transit Partner Fleet

Transit Partner	Fleet
Gold Coast Transit District	61
VCTC Intercity	36
Camarillo Area Transit	19
Valley Express	15
Thousand Oaks	11
Simi Valley Transit	11
Moorpark City Transit	5
Ojai Trolley	5
Total Fleet	163

### Ridership FY2018/2019

Transit Partner	Trips
Gold Coast Transit District	3,524,674
VCTC Intercity	654,595
Simi Valley Transit	230,188
Camarillo Area Transit	152,738
Thousand Oaks	145,176
Valley Express	89,296
Ojai Trolley	74,467
Moorpark City Transit	49,608
Total Unlinked Trips	4,920,742

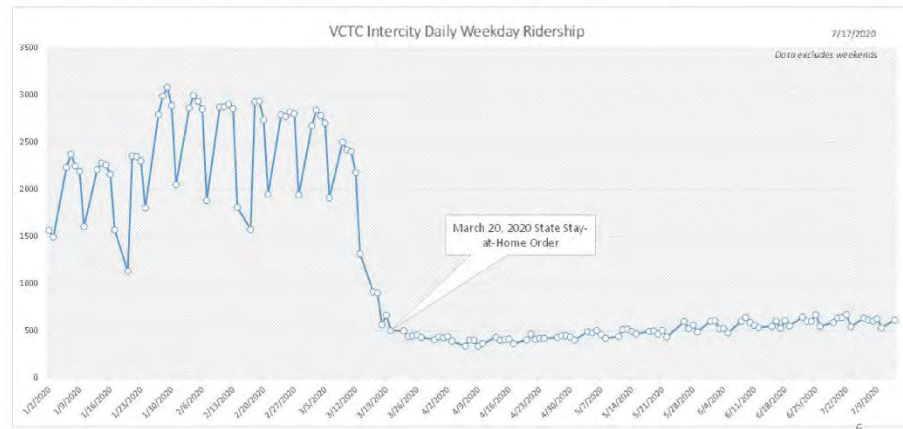
### Regional Fare Media FY2018/2019

Regional Fare Media	Revenues	Units Sold
College Ride Tickets + CSU Faculty	\$ 474,417	431,647
Social Service Single Ride Tickets (F)	\$ 19,904	15,923
Social Service Single Ride Tickets (R)	\$ 7,717	12,862
31-Day Zone 1 (F) "Intracounty"	\$ 63,500	1270
31-Day Zone 1 (R) "Intracounty"	\$ 31,075	1243
31-Day Zone 2 (F) "Intercounty"	\$ 97,835	891
31-Day Zone 2 (R) "Intercounty"	\$ 3,965	74
Total	\$ 698,413	463,910



## COVID-19 Impacts

- Ridership declines across all services modes
- Suspension of nearly all fare collection
- Limited vehicle capacity & increased standby "trippers" to ensure spacing





Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591



## Implementation

### Desired Project Implementation Schedule

#### Four-month Implementation Period

("Notice-to-proceed" to "System Acceptance")

- I) Phase One: Initial Development and System setup
- II) Phase Two: Visual Validation solution and limited data collection.
- III) Phase Three: Automated Fare Validation/Collection, including back-end revenue reconciliation

#### Operations Term

IV) Phase Four: Ongoing service operations (5-year term)



## RFP Requirements

- ✓ Carefully check all requirements of proposal; including all exhibits, forms and addenda.
- ✓ Responsibility of proposer to obtain addenda from VCTC website, Responsive proposals must acknowledge receipt of any/all addenda.
- ✓ Communications restricted to VCTC designated Purchasing Agent.
- ✓ Proposed Alternatives to specification(s) must be well described.
- ✓ Clearly explain in proposal any/all items marked "partially" or "non-compliant" in Table of Compliance matrix (Attachment B).
- ✓ Questions/communications regarding this RFP to be submitted in writing via email or U.S. mail.





Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591



## RFP Schedule

- |   |                                  |
|---|----------------------------------|
| ➤ <b>Pre-Proposal Video Conference</b>                  | <b>July 21, 2020 (10 – 11AM)</b> |
| ➤ Last Day to Submit Questions Regarding RFP            | July 28, 2020                    |
| ➤ <b>Proposal Due Date</b>                              | <b>September 1, 2020</b>         |
| ➤ Proposal Evaluations                                  | September 2-16, 2020             |
| ➤ Oral Interviews Short-listed Proposers (if necessary) | September 24, or 25, 2020        |
| ➤ Best and Final Offer (BAFO) / Contract Negotiations   | September 29- October 7, 2020    |
| ➤ <b>Commission Review of Award and Contract</b>        | <b>November 6, 2020</b>          |
| ➤ Contract Execution and Notice to Proceed              | November 9, 2020                 |



## Selection

### ***Selection based on Best Value.***

- ✓ *Proposals to be screened for responsiveness and responsibility*
- ✓ *Selection Team will only review responsible and responsive proposals*
- ✓ *Firms may be requested to attend Oral Interviews (9/24 or 9/25)*
- ✓ *Reference checks will be critical*
- ✓ *Weighted scoring system; Selection team to score technical proposal, with cost proposal assigned points according to formula*
- ✓ *Proposals scored and ranked with recommendation provided to VCTC Executive Director for review, then forwarded to Commission.*
- ✓ *Best and Final negotiations with one or more proposers possible.*



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591



## Conclusion

- Carefully follow format and submittal requirements
  - Complete all attachments, forms and certifications in Appendix
    - Review all addenda
  - Clearly communicate any/all requests for modifications, exceptions or alternatives to RFP, specifications or contractual requirements.
    - It is not the Commission's intent to make substantial changes.
- Failure to take exceptions to the RFP or standard contract provisions within the proposal will be deemed a waiver of any objection.
- **Proposals Due 4:00PM, SEPTEMBER 1, 2020**  
*late proposals will be rejected*



## QUESTIONS?

**Primary point of contact / "purchasing agent":**  
Aaron Bonfilio, Program Manager – Transit Services  
[abonfilio@goventura.org](mailto:abonfilio@goventura.org) – 805.642.1591 x 121



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

Ventura County Transportation Commission

VCTC RFP No: 20-710  
Title: Mobile Ticketing and Advanced Fare Collection System  
Issued: July 10, 2020  
Due: Sept. 1, 2020  
Addendum: No. 1

---

**Item #4:** Link to recording of video conference (including any verbal answers to questions) and copy of written questions submitted through "Question box".

**PRE-PROPOSAL VIDEO CONFERENCE:**

To access the video recording of RFP 20-710 Pre-proposal conference, click either of the links below:

- ➔ <https://www.goventura.org/work-with-vctc/contracts/> (all RFP documents, addenda and links)
- ➔ <https://youtu.be/ZBlqeaC49HE>

**QUESTIONS SUBMITTED DURING VIDEO CONFERENCE:**

(For answers provided during conference please check video.)

Question Report			
Report Generated:	7/21/2020 11:16		
Topic	Webinar ID	Actual Start Time	Actual Duration (minutes)
VCTC RFP PRE-PROPOSAL MEETING- MOBILE TICKETING AND ADVANCE FARE COLLECTION	854 7361 9582	7/21/2020 9:46	65
Question Details			
#	Question	Asker Name	Asker Email
1	are all participants auto-muted?	Justin Deno	justin@byte mark.co
2	Americaneagle.com - Chung Chung Tam	Chung Chung Tam	tam@americaneagle.com
3	tam@americaneagle.com	Chung Chung Tam	tam@americaneagle.com





Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

4	What is the budget allocated for this project? Capex and Opex	sreenivas.n	sreenivas.n@datamatics.com
5	Chris Yi	Christopher Yi	chris.yi@hubspire.com
6	Javier Rios, rios.barriuso@bpcbt.com: How many validators are to be procured? Javier Rios, rios.barriuso@bpcbt.com: Is it a cloud hosted solution valid? Otherwise, who should provide the data center? Javier Rios, rios.barriuso@bpcbt.com: Can be the number of daily transactions be provided?	Javier Rios	rios.barriuso@bpcbt.com
7	Can international companies participate?	Tomás Lara	tlara@docu tronica.com
8	Name: Justin Deno Firm: Bytemark email: justin@bytemark.co A) Does the entire fleet of vehicles require validators? B) How many total validators are needed?	Justin Deno	justin@byte mark.co
9	C) There are very few details regarding the required onboard validator solution. Does VCTC have any required specifications or hardware solutions that they prefer?	Justin Deno	justin@byte mark.co
10	Chris Yi - Hubspire - chris.yi@hubspire.com - Question: For the mobile ticketing, do we need integrate to a larger backend system?	Christopher Yi	chris.yi@hubspire.com
11	Guy Sutherland, Masabi - Will a list of attendees for this conference be distributed?	Guy	guy@masabi.com
12	Javier Rios, rios.barriuso@bpcbt.com: Due to COVID19, would it be possible to submit the proposal digitally? Javier Rios, rios.barriuso@bpcbt.com: Due to COVID19, in case a demo is required, would it be possible to have it virtually?	Javier Rios	rios.barriuso@bpcbt.com



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

	<p><b>Javier Rios, rios.barriuso@bpcbt.com:</b> Considering there is several service operators, is it required to provide a CCHS module? Is it required to perform the settlement to the different service operators?</p> <p><b>8.- Javier Rios, rios.barriuso@bpcbt.com:</b> For an open loop system, an integration with bank and process are required. Is it known at this stage who those will be?</p> <p><b>9.- Javier Rios, rios.barriuso@bpcbt.com:</b> For an open loop system, an integration with bank and process are required. Is it known at this stage who those will be?</p>		
13	Can you share list of participant firm of this meeting?	sreenivas.n	sreenivas.n@datamatics.com
14	May I ask which federal grant program the funds were secured under?	Greg Elsborg	gelsborg@dart.org
15	Thierry Burgess Paragon ID : could you define what is meant by "validation" "communication" in the price tables ?	thierry burgess	thierry.burgess@paragon-id.com
16	^This is Greg Elsborg from Dallas Area Rapid Transit. Apologies, can't easily get my details into Zoom	Greg Elsborg	gelsborg@dart.org
17	Tomas Lara from BPC. Can international companies without local representation participate in rfp?	Tomás Lara	tlara@docutronica.com
18	Guy Sutherland, Masabi +20 3920 9724 - Could you provide a list of vehicles included in the fleet, please?	Guy	guy@masabi.com
19	Greg Elsborg from DART - Referring to Federal reporting requirements and revenue tracking, is listing of fare products available by Agency and then sales of said product based on Agency (including regional passes listed under Agency) sufficient to fulfil this need? If not, how does the Agency envision	Greg Elsborg	gelsborg@dart.org



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

	reporting be handled through initial visual validation		
20	Name: Justin Deno Firm: Bytemark email: justin@bytemark.co Question: The RFP lists a number of Optional Technologies. Can you share if there is a prioritization of these technologies or which options are more desirable than others?	Justin Deno	justin@bytemark.co
21	Sreenivas - Datamatics Global Services Inc When /What is the timeline you are look for the system to go live	sreenivas.n	sreenivas.n@datamatics.com
22	Jeff Nullmeyer, Masabi, jeff@masabi.com.  Can you elaborate on VCTC's desired timeline for deployment.  Phase 1: Regional Mobile Solution (within how many days?)  Phase 2+: Reginal Electronic Valdation Solution (within how many months?)	Anonymous Attendee	
23	Guy Sutherland, Masabi - Do buses have existing internet/comms available for proponents to use where validators are installed or should these be provided as part of the proposed solution?	Guy	guy@masabi.com
24	Dev dev@amnex.com  is account based ticketing is the requirement of scope of work?	Dev	dev@amnex.com
25	Guy Sutherland, Masabi - Will VCTC be distributing a recording of this Pre-proposal Conference?	Guy	guy@masabi.com
26	Greg Elsborg from DART - Can detials of the Paratransit operations currently in place by Agencies amongst the	Greg Elsborg	gelsborg@dart.org



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

	<b>consortium be provided as integration to these services is stated as an intended goal</b>		
<b>27</b>	<b>Thierry Burgess Paragon ID : Please confirm if the supplier is meant to be the merchant of record ? This means funds , liabilities and claims would be transfered to the supplier, not VCTC</b>	<b>thierry burgess</b>	<b>thierry.burgess@paragon-id.com</b>
<b>28</b>	<b>Thanks a lot, appreciate it!</b>	<b>Greg Elsborg</b>	<b>gelsborg@dart.org</b>



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

Ventura County Transportation Commission

VCTC RFP No: 20-710  
Title: Mobile Ticketing and Advanced Fare Collection System  
Issued: July 10, 2020  
Due: Sept. 1, 2020  
Addendum: No. 1

---

**Item #5:**      **Letter dated 7/28/20 by Hinshaw and Culberston, LLP regarding Pre-proposal Conference and response by VCTC dated 8/11/20.**

(CONTINUED)



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591



**HINSHAW & CULBERTSON LLP**

Attorneys at Law

151 North Franklin Street  
Suite 2500  
Chicago, IL 60606

312-704-3000  
312-704-3001 (fax)  
[www.hinshawlaw.com](http://www.hinshawlaw.com)

Ashi Colina  
312-704-3021  
[acolina@hinshawlaw.com](mailto:acolina@hinshawlaw.com)

July 28, 2020

**VIA EMAIL**

[abonfilio@govventura.org](mailto:abonfilio@govventura.org)

Mr. Aaron Bonfilio  
Ventura County Transportation Commission  
950 County Square Drive, Suite 207  
Ventura, CA 93003

Re: Submission of Questions for RFP No. 20-710  
Mobile Ticketing and Advanced Fare Collection System

Dear Mr. Bonfilio:

I write on behalf of my client, to question whether it is permissible for Ventura County Transportation Commission ("VCTC") staff involved with RFP No. 20-710 – Mobile Ticketing and Advanced Fare Collection System (the "RFP"), to privately communicate with representatives of or advocates for RFP proposers.

It has come to my attention that during a pre-bid conference on July 21, 2020, Greg Elsborg, Dallas Area Rapid Transit's Chief Information Officer, asked a question. In response, you indicated that you may directly reach out to Mr. Elsborg after the pre-bid conference to further discuss. I understand that your rationale for communicating with Mr. Elsborg outside of the RFP process was due to Mr. Elsborg's status as an employee of a public agency.

It is my client's understanding that Mr. Elsborg was not in attendance at the pre-bid hearing as an impartial government official, but rather, as a representative of Dallas Area Rapid Transit as an advocate for a proposal in the response to the RFP. Section 4.2 of the RFP, Restrictions on Communications, states the following:

From the issue date of this RFP until a Proposer is selected and a contract executed, Proposer's are not allowed to communicate with any person involved with the development of this RFP or any person involved in proposal reviews regarding this RFP except the Designated Commission Purchasing Agent. Violation of this provision may result in the rejection of a Proposer's proposal.

1032846/306239148.v1



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

Mr. Aaron Bonfilio  
July 28, 2020  
Page 2

Further, Section 4.3 of the RFP, Submission of Questions, states that “Commission or Transit Partner staff will not respond to inquiries by Proposer’s or their representatives regarding any aspect of the RFP.” Additionally, Section 4.3 mandates that questions be submitted in writing and states that the questions and answers will be posted for all proposers to review.

Considering the foregoing, I request answers to the following questions:

1. Is it permissible for VCTC staff to communicate with Mr. Elsborg regarding the RFP in a manner that is inconsistent with the requirements set forth in Sections 4.2 and 4.3?
2. Outside of the pre-bid conference held on July 21, 2020, have any VCTC staff or Transit Partners communicated with Mr. Elsborg regarding the RFP?
3. If the answer to question 2 is yes: Who was present or involved in the discussion(s) and what was communicated by each participant?

Thank you for your attention to this important matter.

Very truly yours,  
HINSHAW & CULBERTSON LLP  
*Ashi Colina*  
Ashi Colina  
AC:ac





Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

(VCTC RESPONSE, 8/11/2020)

Dear Ms. Colina,

Thank you for your letter dated July 28, 2020 regarding the Ventura County Transportation Commission (VCTC) Request for Proposals for Mobile Ticketing and Advanced Fare Collection System (RFP No. 20-710).

In your letter you indicated that your client raised a concern about comments made during the subject RFP pre-proposal video conference held on July 21, 2020. Your letter questions whether VCTC staff would “privately communicate with representatives or advocates for RFP proposers”. Specifically, this concern was raised regarding an attendee of the pre-proposal meeting, Mr. Greg Elsborg with the Dallas Area Rapid Transit (DART) agency. During that presentation, Mr. Elsborg submitted a question regarding the RFP and it was assumed his attendance was not as a potential proposer but as an “impartial observer”. Often times, peer-governmental agencies confer about best-practices and lessons learned with complex projects or operations. I was presenting when this question was submitted and stated that, I would “follow up offline” if they had questions about our RFP based on the understanding that he was attending for impartial informational purposes. No such offline discussions or further communications between myself, VCTC, or the RFP Transit Partners and Mr. Elsborg or any other representative of DART have occurred, and no such communications will occur with representatives of DART or any other potential proposer.

Thank you for inquiring about this issue and allowing us to clear up any confusion.

Very truly yours,

Aaron Bonfilio



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

Ventura County Transportation Commission

VCTC RFP No: 20-710  
Title: Mobile Ticketing and Advanced Fare Collection System  
Issued: July 10, 2020  
Due: Sept. 1, 2020  
Addendum: No. 1

---

**Item #6: Existing Vendor Contact List – Fare Collection, Communications and CAD/AVL**

<b>SYSTEM</b>	<b>ITEM</b>	<b>VENDOR</b>	<b>FLEET (IF APPLICABLE)</b>
FARE COLLECTION	Electronic Validating Fareboxes	SPX GENFARE: Mark A. Mahon, Director of Sales, Western Region 1.847.871.1115, mark.mahon@spx.com	Odyssey Fare Boxes: GCTD Fixed Route, Thousand Oaks, Simi Valley, VCTC. Cardquest Pass Readers: Valley Express
COMMUNICATIONS	Cradlepoint Modem and Router	APOLLO VIDEO/LUMINATOR: Martin Frazier Strategic Account Manager 425-483-7100 x 183, martin.frazier@apollovideo.com	Valley Express and VCTC
COMMUNICATIONS	Cradlepoint Modem and Router	GMV SYNCROMATICS: Alex Fay, Chief Commercial Officer, 213.973.1209, alex@gmvsync.com	Camarillo Area Transit, GCTD, Moorpark City Transit, Ojai Trolley, Simi Valley Transit, Thousand Oaks Transit
CAD/AVL	N/A	GMV SYNCROMATICS: Alex Fay, Chief Commercial Officer, 213.973.1209, alex@gmvsync.com	Camarillo Area Transit, GCTD, Moorpark City Transit, Ojai Trolley, Simi Valley Transit, Thousand Oaks Transit, Valley Express and VCTC



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

**REQUEST FOR PROPOSAL**  
**Mobile Ticketing and Advanced Fare Collection System**  
Addendum #2  
August 17, 2020

Table of Contents:

1. Acknowledgment of the Receipt of Addendum
2. Questions submitted during the Pre-proposal Conference and VCTC's written answers
3. Questions submitted via email regarding the RFP and VCTC's responses

---

Ventura County Transportation Commission

VCTC RFP No: 20-710  
Title: Mobile Ticketing and Advanced Fare Collection System  
Issued: July 10, 2020  
Due: Sept. 1, 2020  
Addendum: No. 2

---

**Item #1: Acknowledgement of Receipt of Addendum**

The undersigned acknowledges receipt of **Addendum #2 to VCTC RFP No. 20-710**. This receipt must be included with your firm's proposal. Any proposal submitted without a completed Acknowledgement of Receipt of Addendum may be deemed non-responsive and discarded.

---

Authorized Signature

---

Dated

---

Printed Name

---

Company/Firm



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

## Ventura County Transportation Commission

VCTC RFP No: 20-710  
Title: Mobile Ticketing and Advanced Fare Collection System  
Issued: July 10, 2020  
Due: Sept. 1, 2020  
Addendum: No. 2

### **Item #2: Questions submitted during the Pre-proposal Conference and VCTC's written answers**

The following questions were submitted in writing during the Pre-proposal video conference using the Zoom meeting "Q&A" (question and answer) function. During the conference, answers to questions were provided verbally. VCTC has annotated those response below and the recording of the conference is available for review. However, through this RFP Addendum #2, some of the verbal responses were re-stated or corrected for clarification. In the event, that, a verbal answer provided during the conference conflicts or differs with a written response provided herein, the written response in this RFP Addendum #2 takes precedent.

VCTC RFP PRE-PROPOSAL MEETING- MOBILE TICKETING AND ADVANCE FARE COLLECTION	854 7361 9582	7/21/2020 9:46
Question Details		
<b><u>Question #</u></b>	<b><u>Question</u></b>	<b><u>Asker Name</u></b>
1	are all participants auto-muted?	Justin Deno
<b><i>VCTC ANSWER</i></b>	<b><i>YES</i></b>	
2	Americaneagle.com - Chung Chung Tam	Chung Chung Tam
3	tam@americaneagle.com	Chung Chung Tam
<b><i>VCTC ANSWER</i></b>	<b><i>YES</i></b>	
4	What is the budget allocated for this project? Capex and Opex	sreenivas.n
<b><i>VCTC ANSWER</i></b>	As noted in presentation to Commission, VCTC has substantial federal funding for this project. While it is our intent to be clear about possible funding for the project, we are not inclined to give a specific budget amount. We have approximately 1+1/2 to 2 million in reserves set aside for replacement of our former smartcard system, which is allocated for this projected. However, it is not our intent to spend (all of it) on	



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

	either capital or operations. Funding will be limited going forward, so we are looking to stretch the funding as long as possible.	
5	Chris Yi	Christopher Yi
<b>NOT A QUESTION</b>		
6	Javier Rios, rios.barriuso@bpcbt.com: How many validators are to be procured? Javier Rios, rios.barriuso@bpcbt.com: Is it a cloud hosted solution valid? Otherwise, who should provide the data center? Javier Rios, rios.barriuso@bpcbt.com: Can be the number of daily transactions be provided?	Javier Rios
<b>VCTC ANSWER</b>	<b><i>We are not specifying the requirement for validators. We recognize that we do want onboard validation to be automatic and electronic however the physical requirement for validators may be lessened if certain options are not procured, such as contactless EMV. The fleet size as noted in the presentation as 163 vehicles. We ask that you consider your proposed solution in combination with the fleet.</i></b>	
7	Can international companies participate?	Tomás Lara
<b>VCTC ANSWER</b>	<b><i>Yes. We will evaluate your proposal based on your ability to provide the service, and while I cannot speak to the entire evaluation team, often times companies without onsite or local technical support may be difficult to work with. But absolutely, we are interested in proposers who have a ready solution and a desire to provide the service.</i></b>	
8	Name: Justin Deno Firm: Bytemark email: justin@bytemark.co A) Does the entire fleet of vehicles require validators? B) How many total validators are needed?	Justin Deno



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

<b>VCTC ANSWER</b>	<i>(A+B) This will be based on your proposed solution. However, we note that one of the options that we ask for in terms of expansion and scale, relates to the paratransit fleet. While we have not identified the paratransit fleet size, it is anticipated that this question will come up. The expectation is that your solution for the base package will be focused on the fixed route and general public fleet identified in the presentation. For example, if it is 163 vehicles, and your firm would propose 163 with some shelf stock or spares, please do so. There may be other ways (without hardware), using certain technologies, such as GPS, geo-fencing etc., to solve for the validation need. However, we will consider if absolutely required, by the base system or the optional technologies, such as contactless EMV.</i>	
9	C)There are very few details regarding the required onboard validator solution. Does VCTC have any required specifications or hardware solutions that they prefer?	Justin Deno
<b>VCTC ANSWER</b>	<i>No, we do not. Proprietary hardware is sometimes more difficult to deal with, so that is a consideration that we might have. But generally, we do not have a particular specifications. The vehicle platform with advent of driver barriers is becoming more and more compact. To the degree that validators are required, we look for them to out of the way as much as possible.</i>	
10	Chris Yi - Hubspire - chris.yi@hubspire.com - Question: For the mobile ticketing, do we need integrate to a larger backend system?	Christopher Yi
<b>VCTC ANSWER</b>	<i>That will be based on your proposed solution. We do ask that as part of the options that we have the ability to integrate with 3rd party apps and providers, such as Google Maps, or Transit App. Just as someone may want to use a bespoke or customized app as a "regular rider" (to check their account, their balances), we recognize that there may be people who are doing a trip search on Uber or Lyft, and using recent integrations by these providers, for the ability of the passenger (who is maybe casual or new to transit) to buy a that way. That is our goal with that</i>	



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

	<i>option, to be agnostic and open minded in terms of how the customer comes to us - that people do not have to necessarily download the app just to use the system. But we do want any integrations to provide the same level of financial data and transactional data both for NTD and financial reporting purposes.</i>	
11	Guy Sutherland, Masabi - Will a list of attendees for this conference be distributed?	Guy
<b>VCTC ANSWER</b>	<b><i>Yes. See RFP# 20-710 Addendum #1</i></b>	
12	Javier Rios, rios.barriuso@bpcbt.com: Due to COVID19, would it be possible to submit the proposal digitally? Javier Rios, rios.barriuso@bpcbt.com: Due to COVID19, in case a demo is required, would it be possible to have it virtually? Javier Rios, rios.barriuso@bpcbt.com: Considering there is several service operators, is it required to provide a CCHS module? Is it required to perform the settlement to the different service operators? 8.- Javier Rios, rios.barriuso@bpcbt.com: For an open loop system, an integration with bank and process are required. Is it known at this stage who those will be? 9.- Javier Rios, rios.barriuso@bpcbt.com: For an open loop system, an integration with bank and process are required. Is it known at this stage who those will be?	Javier Rios
<b>VCTC ANSWER</b>	<b><i>One original will be required, but we are assessing the need for additional physical copies. It will be determined by proposers any hardware or technologies to use to perform settlements. (8/9) VCTC currently banks with Wells Fargo, but daily or real-time micro payment deposits are not necessarily required or desired. The proposer will be the merchant of record.</i></b>	
13	Can you share list of participant firm of this meeting?	sreenivas.n
<b>VCTC ANSWER</b>	<b><i>Yes. See RFP# 20-710 Addendum #1</i></b>	
14	May I ask which federal grant program the funds were secured under?	Greg Elsborg





Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

<b>VCTC ANSWER</b>	<b><i>A substantial number of grants are provided under section 5307</i></b>	
15	Thierry Burgess Paragon ID : could you define what is meant by "validation" "communication" in the price tables ?	thierry burgess
<b>VCTC ANSWER</b>	<b><i>These titles are meant to give proposers example categories for which to include their proposed pricing, such that charges can be catergorized by these terms. For example, if physical validators are required as one of the cost components, pricing for which could go under "Validation". For example, if cellular communications services or GPS anntennae, routers or switches are required it could go under "Communications."</i></b>	
16	^This is Greg Elsborg from Dallas Area Rapid Transit. Apologies, can't easily get my details into Zoom	Greg Elsborg
<b>NOT A QUESTION</b>		
17	Tomas Lara from BPC. Can international companies without local representation participate in rfp?	Tomás Lara
<b>VCTC ANSWER</b>	<b><i>Yes. Please note there is a Buy America requirement.</i></b>	
18	Guy Sutherland, Masabi - Could you provide a list of vehicles included in the fleet, please?	Guy
<b>VCTC ANSWER</b>	<b><i>Please see Addendum #1, Preproposal Presentation for fleet count information.</i></b>	
19	Greg Elsborg from DART - Referring to Federal reporting requirements and revenue tracking, is listing of fare products available by Agency and then sales of said product based on Agency (including regional passes listed under Agency) sufficient to fulfil this need? If not, how does the Agency envision reporting be handled through initial visual validation	Greg Elsborg
<b>VCTC ANSWER</b>	<b><i>It is up to each proposer to propose its recommended level of reporting detail associated with the required validation methods. As the central agency, VCTC requests proposers provide a solution to identify revenues quickly and accurately to be disbursed to its Transit Partners based on boardings. The reliance of the visual validation process shall be temporary but still provide as much detail as possible. Additionally, in the event automatic validation should fail or be temporarily unavailable for some reason Visual Validation may be used.</i></b>	



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

20	Name: Justin Deno Firm: Bytemark email: justin@bytemark.co Question: The RFP lists a number of Optional Technologies. Can you share if there is a prioritization of these technologies or which options are more desirable than others?	Justin Deno
<b>VCTC ANSWER</b>	<b><i>The technologies are not listed in priority. However, the ability to accept contactless EMV cards, to integrate with third parties, to scale the system, to add and change business rules, are all foreseeable for us and VCTC is interested in these options.</i></b>	
21	Sreenivas - Datamatics Global Services Inc When /What is the timeline you are look for the system to go live	sreenivas.n
<b>VCTC ANSWER</b>	<b><i>We left that open so that proposers could provide their solution's timeline. Our ideal timeline is to "go live" 4 months or 120 days from Notice to Proceed. But each proposer will need to propose its recommended timeline.</i></b>	
22	Jeff Nullmeyer, Masabi, jeff@masabi.com Can you elaborate on VCTC's desired timeline for deployment. Phase 1: Regional Mobile Solution (within how many days?) Phase 2+: Reginal Electronic Valdation Solution (within how many months?)	Anonymous Attendee
<b>VCTC ANSWER</b>	<b><i>We left that open so that proposers could provide their solution's timeline. Our ideal timeline is to "go live" 4 months or 120 days from Notice to Proceed. But each proposer will need to propose its recommended timeline.</i></b>	
23	Guy Sutherland, Masabi, Do buses have existing internet/comms available for proponents to use where validators are installed or should these be provided as part of the proposed solution?	Guy
<b>VCTC ANSWER</b>	<b><i>Each fleet has cellular connectivity, provided via Cradlepoint router and modem. Please see RFP Addendum #1 for more information.</i></b>	



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

24	Dev dev@amnex.com is account based ticketing is the requirement of scope of work?	Dev
<b>VCTC ANSWER</b>	<b><i>It is required for certain types of fare media, yes. E.g. monthly passes, E-purse or e-wallet accounts. Passes or tickets which require passenger eligibility.</i></b>	
25	Guy Sutherland, Masabi - Will VCTC be distributing a recording of this Pre-proposal Conference?	Guy
<b>VCTC ANSWER</b>	<b><i>Yes. See RFP# 20-710 Addendum #1</i></b>	
26	Greg Elsborg from DART - Can details of the Paratransit operations currently in place by Agencies amongst the consortium be provided as integration to these services is stated as an intended goal	Greg Elsborg
<b>VCTC ANSWER</b>	<b><i>For the purposes of Option pricing, assume 1 transit operator with 50 vehicles, which does not have cellular communications equipment for a year-to-year term following deployment/development. Any and all fees or charges should be included for this project option.</i></b>	
27	Thierry Burgess Paragon ID : Please confirm if the supplier is meant to be the merchant of record ? This means funds , liabilities and claims would be transfered to the supplier, not VCTC	thierry burgess
<b>VCTC ANSWER</b>	<b><i>Yes, that is correct.</i></b>	
28	Thanks a lot, appreciate it!	Greg Elsborg



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

Ventura County Transportation Commission

VCTC RFP No: 20-710  
Title: Mobile Ticketing and Advanced Fare Collection System  
Issued: July 10, 2020  
Due: Sept. 1, 2020  
Addendum: No. 2

**Item #3:** Questions submitted via email regarding the RFP and VCTC's responses

<u>Question #</u>	<u>Question</u>	<u>Firm Name</u>
1	I just wanted to check in and see if you could provide our team the list of attendees/companies that joined the Pre-proposal conference for the VCTC RFP# 20-710.	Hubspire
<b>VCTC ANSWER</b>	<b><i>Please see RFP Addendum #1</i></b>	
2	We were unavailable for the Pre-proposal conference on Tuesday, July 21 <sup>st</sup> . Is there any chance the conference was recorded?	Jack Frost Design
<b>VCTC ANSWER</b>	<b><i>Please see RFP Addendum #1</i></b>	
3	Is it possible to get the Attachment B-Table of Compliance and Attachment C-Cost Proposal in Excel?	SPX Genfare
<b>VCTC ANSWER</b>	<b><i>No. Please use the PDF forms as provided in the RFP altering only the interior lines, or filling in the form boxes as needed.</i></b>	
4	I hope you are well. I was just curious to know when the recording and notes from the pre-bid call will be posted to <a href="https://www.goventura.org/">https://www.goventura.org/</a> ?	Bytemark
<b>VCTC ANSWER</b>	<b><i>Please see RFP Addendum #1</i></b>	



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

5	Page 12, Section 3.2, "Integration with existing onboard cellular communications equipment through CAD/AVL system provided by GMV Syncromatics in-lieu of new or additional cellular service, wiring or communications equipment (such as modems, routers or antennae). Question: Will VCTC provide the internet access via the existing on-board router for vendor's validator to communicate with its Central System or vendor has to provide our own cell communication equipment for the validators and subscribe to a carrier's service plan?	American Eagle
VCTC ANSWER	<i>As noted in the RFP it is VCTC's desire that proposers consider a solution that integrates/utilizes existing hardware or services whenever possible to reduce costs. It is VCTC's intent to provide this equipment, or cellular service such that it is available. However the responsibility is the Bidders to make the arrangements with third party service providers (i.e. communications vendors) and confirming compatibility and necessary network configuration or engineering of their solution.</i>	
6	Question: Who is your existing cell communication carrier?	American Eagle
VCTC ANSWER	<i>Verizon Wireless.</i>	
7	Question: Can VCTC provide a contact from GMV Syncromatics?	American Eagle
VCTC ANSWER	<i>Please see RFP Addendum #1</i>	
8	Question: Will vendor only be responsible for its own development cost and VCTC will pay for the development work required by GMV Syncromatics for this integration?	American Eagle
VCTC ANSWER	<i>Proposers are responsible for any and all development costs associated with the project. VCTC does not intend to pay separately for GMV Syncromatic's development .</i>	
9	Page 12, Section 3.2, "Provision and expansion of the System to Kanan Shuttle, which currently does not charge fares.", Question: Please provide the number of vehicles for the Kanan Shuttle.	American Eagle
VCTC ANSWER	<i>Four</i>	



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

10	Question: Are there any on-board routers in these vehicles or vendor has to provide our own cell communications?	American Eagle
VCTC ANSWER	<i>The Kanan Shuttle has Cradlepoint Modem/Routers. The rest of the fleets have Cradlepoint modem routers too.</i>	
11	Question: Does VCTC expect vendor to install on-board validators for the Kanan Shuttle? Will there be any spares needed?	American Eagle
VCTC ANSWER	<i>VCTC is soliciting pricing for the Kanan Shuttle as one of its options. Recommended spare ratios are to be proposed by the Proposer.</i>	
12	Page 12, Section 3.2, "Provision and expansion of the System to Transit Partners ADA Paratransit Fleets and implement business rules specific to this mode of travel.", Question: Please provide the number of vehicles for the Transit Partners ADA Paratransit Fleets.	American Eagle
VCTC ANSWER	<i>For the purposes of Option pricing, assume 1 transit operator with 50 vehicles, which does not have cellular communications equipment for a year-to-year term following deployment/development. Any and all fees or charges should be included for this project option.</i>	
13	Question: Are there any on-board routers in these vehicles or vendor has to provide our own cell communications?	American Eagle
VCTC ANSWER	<i>Please see above, answers #5 and 10.</i>	
14	Question: Does VCTC expect vendor to install on-board validators for the Transit Partners ADA Paratransit Fleets? Will there be any spares needed?	American Eagle
VCTC ANSWER	<i>VCTC is soliciting pricing for the Transit Partner ADA Fleets as one of its options. Recommended spare ratios are to be proposed by the Proposer.</i>	
15	Question: Please confirm vendor should not include any merchant processing fee since we don't know the number of transactions and fare revenue collected.	American Eagle
VCTC ANSWER	<i>Proposers are responsible for including any and all fees, charges or costs associated with this project.</i>	



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

16	<p>Page 12, Section 3.2, “Provision and expansion of the System to other regional operators not yet specified and in accordance with business rules which may differ than those between Transit Partners.”</p> <p>Question: In order for vendors to provide any price information for this item, can VCTC provide the following information for vendor’s calculation? How many additional existing or future number of regional operators vendor should use?</p> <p>How many additional on-board validators should use per operator?</p> <p>Do we have to propose our own cell communication equipment or we assume we can use the on-board routers?</p> <p>What is the term period we should use?</p> <p>Please confirm vendor should not include any merchant processing fee since we don’t know the number of transactions and fare revenue collected.</p>	American Eagle
VCTC ANSWER	<p><i>For the purposes of Option pricing, assume 1 transit operator with 100 vehicles, which does not have cellular communications equipment for a year-to-year term following deployment/development. Any and all fees or charges should be included for this project option.</i></p>	
17	<p>Ability to integrate its application program interface into VCTC’s GOVCBus trip planning app. Page 6, Mobile Application can be integrated with only backend application through API.</p> <p>Mobile Application to Mobile Application integration cannot be possible.</p> <p>We understand from this requirement that proposer's Mobile Application and Existing Mobile Application will be integrated at Backend Application level through API and vice versa.</p> <p>Please confirm.</p>	MBM-AMNEX
VCTC ANSWER	<p><i>VCTC is seeking a solution in which users of the GoVCBus trip planning app can easily purchase tickets, or that users of the mobile ticketing app (to be provided by selected proposer) be able to plan a trip. It is up to the proposer to determine the appropriate and most desirable integration.</i></p>	





Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

18	We assume that VCTC will support in getting APIs from existing vendors.	MBM-AMNEX
VCTC ANSWER	<i>Proposers are responsible for any and all pre-contractual communications with GMV Syncromatics to ascertain accurate pricing, and development needs. VCTC does not intend to pay separately for GMV Syncromatic's development . It is the proposer's responsibility to make the necessary arrangements and propose a workable solution.</i>	
19	To accommodate rapid deployment of the system, a phased implementation is planned. Initially, Visual Validation will be deployed first. Following successful deployment of Visual Validation, fully Automated Fare Validation and back-end revenues tracking, and reporting capabilities will be implemented. What is meaning of term Visual Validation ? Please elaborate this requirements.	MBM-AMNEX
VCTC ANSWER	<i>That the passenger's pass be validated visually by the bus driver. Also known as a flash pass.</i>	
20	users to purchase fare product via credit card, debit card, and third-party digital wallets (e.g., Google Pay, Masterpass, Samsung Pay, Paypal, Apple Pay, etc.). We assume that VCTC will facilitate payment gateways providers like Google Pay, Masterpass, Samsung Pay, Paypal, Apple Pay etc. Please confirm.	MBM-AMNEX
VCTC ANSWER	<i>With the exception of possible utilization of existing communications hardware/cellular service, any and all services, costs or hardware are the responsibility of the proposers, e.g. payment gateways.</i>	
21	integration with Commission's trip planner app GOVbus app, so that users can seamlessly purchase tickets from within the trip planner, and vice versa (plan their trip). Do proposer has to provide new mobile application for VCTC or has to integrate with GOVbus app ?	MBM-AMNEX
VCTC ANSWER	<i>A mobile ticketing app is required of the project.</i>	



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

22	<p>integration with Commission's trip planner app GOVCbus app, so that users can seamlessly purchase tickets from within the trip planner, and vice versa (plan their trip). Mobile Application can be integrated with only backend application through API. Mobile Application to Mobile Application integration can not be possible.</p> <p>We understand from this requirement that proposer's Mobile Application and Existing Mobile Application will be integrated at Backend Application level through API and vice versa.</p> <p>Please confirm.</p>	MBM-AMNEX
VCTC ANSWER	<i>See answer to question 17</i>	
23	<p>link to or display of static fares menu and other information related to Transit Partners operations, We assume that VCTC will support in getting informations or APIs (if ant) from existing vendor [sic].</p>	MBM-AMNEX
VCTC ANSWER	<i>The information regarding fare prices and agency information will be provided. It is not necessary that an API would be required to present static information like fare prices.</i>	
24	<p>pass revenues to be deposited in a bank account identified by the Commission. Please elaborate this requirement. What exactly VCTC is looking for ?</p>	MBM-AMNEX
VCTC ANSWER	<i>That revenues received by proposer be deposited into VCTC's bank account. Proposers should propose the frequency or timelines by which deposits will occur, e.g. daily, weekly, monthly.</i>	
25	<p>ability for app and any onboard systems (e.g. validators) to work when not connected to the internet during brief periods. Please elaborate this requirement. What exactly VCTC is the meaning of brief periods ?</p>	MBM-AMNEX
VCTC ANSWER	<i>It is anticipated the cellular service may not work (temporarily), e.g. 15 minutes or less.</i>	



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

26	ability to update required data, such as vehicle blocking prior-to and post-service delivery to ensure accurate data. To fulfill this requirement proposer needs to integrate their system with existing AVL application and as per clause 3.2 Optional Technologies Requirements: Ability to utilize and import data via operating API from CAD/AVL system or ability to import GTFS and/or GTFS-RT data to streamline system updates (e.g. streamline communication of vehicle blocking information). AVL integration is the optional requirement.	MBM-AMNEX
VCTC ANSWER	<i>The proposer shall propose its methodology for updating this information in to the system. It is an option for proposers to provide this functionality through integration of CAD/AVL or GTFS-RT etc.</i>	
27	The Proposer shall provide all data, cellular communications and network infrastructure as part of ongoing annual costs associated with ownership of the system (unless otherwise agreed to, e.g. as described in Optional Technologies). We understand that proposer needs to provide cellular communication and network infrastructure for in bus validators and DC-DR only.	MBM-AMNEX
VCTC ANSWER	<i>Proposers are responsible for any and all ongoing services, hardware, expenses, licenses, etc. and it is the proposer's responsibility to propose its solution. VCTC does not specify validators, for example.</i>	
28	The Commission's data shall be retained for a minimum of one (1) year on the Proposer's server(s) and then archived in a format agreed upon with the Commission. Commission users shall be able to generate queries from the restored data. For how much time archived data needs to be stored ?	MBM-AMNEX
VCTC ANSWER	<i>Throughout the duration of the agreement.</i>	
29	Please provide the following details for Disaster Recovery: 1. RPO and RTO Time 2. Replication percentage of DC on DR 3. Data retention and archival time	MBM-AMNEX
VCTC ANSWER	<i>Please refer to the RFP for any required/specified SLA and recovery times. Proposers are to propose their Disaster Recovery Procedures and solutions.</i>	



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

<b>30</b>	<b>Please provide details for daily ridership of VCTC.</b>	<b>MBM-AMNEX</b>
<b>VCTC ANSWER</b>	<i>See RFP Addendum #1 presentation for annual ridership information, pre-COVID. Note, post-COVID ridership has dropped b/w 50-75% depending on the fleet, and is changing regularly.</i>	
<b>31</b>	<b>Per Bus how many validators needs to be installed ?</b>	<b>MBM-AMNEX</b>
<b>VCTC ANSWER</b>	<i>We are not specifying the requirement for validators. We recognize that we do want onboard validation to be automatic and electronic however the physical requirement for validators may be lessened if certain options are not procured, such as contactless EMV. The fleet size as noted in the presentation as 163 vehicles. We ask that you consider your proposed solution in combination with the fleet.</i>	
<b>32</b>	<b>How many buses are with 2 doors, 3 doors, 4 doors etc.</b>	<b>MBM-AMNEX</b>
<b>VCTC ANSWER</b>	<i>There are no articulated buses, or driver side passenger boarding. All vehicles have either 1 or 2 doors and all fleets board passengers from the front for fare payment.</i>	
<b>33</b>	<b>1. Is not clear how data about routes, stops, tariff models can be achieved. Are Netex or GTFS data available for each operator from the planning tools?</b>	<b>Open Move</b>
<b>VCTC ANSWER</b>	<i>GTFS is available, with the exception of the General Public Dial-a-ride services by Valley Express and Camarillo Area Transit. It is anticipated that the system can be updated by users with or without integration with a CAD/AVL or GTFS data.</i>	
<b>34</b>	<b>2. Each bus operator shall have a separate access to the new system?</b>	<b>Open Move</b>
<b>VCTC ANSWER</b>	<i>Yes</i>	
<b>35</b>	<b>3. Shall a driver be allowed to sell tickets for passengers (without a ticket)?</b>	<b>Open Move</b>
<b>VCTC ANSWER</b>	<i>No, this is not a requirement. Passengers can pay cash (or per the Option with an EMV card). However, VCTC is interested in other features that are not necessarily specified, especially those that reduce cash or physical contact or passenger touchpoints.</i>	
<b>36</b>	<b>4. Is there any other point where tickets shall be sold?</b>	<b>Open Move</b>



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

VCTC ANSWER	<i>As specified the system should support the ability to buy and distribute mobile tickets to users from a desktop. For example, an employer that purchases passes for its employees. or a college which distributes tickets to its students.</i>	
37	5. The bank account is one for all the operators, or each operator has its own bank account (Gold Coast Transit, VCTC, Thousand Oaks Transit, the Valley Express, Simi Valley Transit, Moorpark City Transit, Ojai Trolley, Kanan Shuttle, and Camarillo Area Transit ) ?	Open Move
VCTC ANSWER	<i>The intention is for one bank account, VCTC's. VCTC plans to issue payments i.e. disburse revenues to the operators based on reports provided by the System. However, VCTC is willing to consider other arrangements in addition to the one specified.</i>	
38	6. We understand that there are existing cards to be considered, which is the standard used by the existing cards (ex Mifare, Calypso, others)? In such a case an integration with the system that manages such cards shall be considered. Which protocol(s) are to be considered for this solution?	Open Move
VCTC ANSWER	<i>The existing cards are read by SPX Genfare Odyssey Fareboxes and are mag-stripe (barcode) only. Proposers are free to contact SPX Genfare regarding possible utilization or integration with its equipment and systems. Please see Addendum #1 for contact information.</i>	
39	7. Within the several operators, is there any existing on-board validator for the buses to be integrated?	Open Move
VCTC ANSWER	<i>Please see RFP Addendum #1</i>	
40	8. The required system shall manage own smartcards (with card creation, replenishment of funds of tickets or funds?)	Open Move
VCTC ANSWER	<i>This is not one of the RFP's specifications.</i>	
41	9. Which is the available power supply on board the buses?	Open Move
VCTC ANSWER	<i>VCTC does not have this for the 163 fleet vehicles at this time. However it will be provided following award.</i>	
42	10. Do you need any fixed validator on board the buses? What is the quantity per bus?	Open Move



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

VCTC ANSWER	<i>We are not specifying the requirement for validators. We recognize that we do want onboard validation to be automatic and electronic however the physical requirement for validators may be lessened if certain options are not procured, such as contactless EMV. The fleet size as noted in the presentation as 163 vehicles. We ask that you consider your proposed solution in combination with the fleet.</i>	
43	11. Can you confirm that a payment gateway (processor) shall be included?	Open Move
VCTC ANSWER	<i>Proposers are responsible for including any and all fees, charges or costs associated with this project, including any required payment gateway(s).</i>	
44	12. Are relevant transaction costs are up to the Employer or to the Supplier? In case it is up to the supplier which is the estimated annual transaction count for the proposal (average value for 5 years)?	Open Move
VCTC ANSWER	<i>Proposers are to provide pricing based on their due diligence and market research, including consideration of any available data; such as those ridership data provided previously during the pre-proposal conference or through publicly available reports.</i>	
45	13. In case of existing on-board equipment, it is required to perform deinstallation of some existing equipment?	Open Move
VCTC ANSWER	<i>No, this is not anticipated.</i>	
46	14. Will all existing equipment be deinstalled for this project or will there be overlap with requirements to interface to old equipment for a given time?	Open Move
VCTC ANSWER	<i>No, not applicable.</i>	
47	15. Is there any performance bond to be considered before tender submission?	Open Move
VCTC ANSWER	<i>No, however please review the RFP for any bonding requirements.</i>	
48	• What is the hardware specification for the onboard cellular equipment? Section 3.1A	DART
VCTC ANSWER	<i>Cradlepoint IBR1100 Router with Verizon Sim Card (x102); Cradlepoint 900 Router with Verizon Sim (x51); and 10 buses currently have NO onboard Modem or internet connection</i>	





Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

49	Do the real-time sales and validation data specific to day-of transactions or access to data on-demand? Section 3.1B	DART
VCTC ANSWER	<i>This question is unclear. VCTC desires a system that can provide data in real-time, on demand.</i>	
50	What format do you need the export data in for integration with other software systems and tools? Section 3.1B	DART
VCTC ANSWER	<i>At a minimum CSV</i>	
51	<ul style="list-style-type: none"> <li>Do you have an existing solution for the Automated Fare Validation/Collection solution to include hardware?</li> </ul>	DART
VCTC ANSWER	<i>We are not specifying the requirement for validators. We recognize that we do want onboard validation to be automatic and electronic however the physical requirement for validators may be lessened if certain options are not procured, such as contactless EMV. The fleet size as noted in the presentation as 163 vehicles. We ask that you consider your proposed solution in combination with the fleet.</i>	
52	<ul style="list-style-type: none"> <li>Do you have an existing promotional program established? Section 3.2</li> </ul>	DART
VCTC ANSWER	<i>VCTC and the Transit Partners engage in numerous marketing and promotional activities, however no such commercial promotions related to fares, such as frequent rider loyalty programs.</i>	
53	<ul style="list-style-type: none"> <li>Are there GTFS and GTFS-rt feeds available for all fixed route services in the service area?</li> </ul>	DART
VCTC ANSWER	<i>Yes, but not for the General Public Dial-a-ride services. For fixed route - Static: <a href="https://govcbus.com/gtfs">https://govcbus.com/gtfs</a> Vehicle positions: <a href="https://govcbus.com/gtfs-rt/vehiclepositions">https://govcbus.com/gtfs-rt/vehiclepositions</a> Trip Updates: <a href="https://govcbus.com/gtfs-rt/tripupdates">https://govcbus.com/gtfs-rt/tripupdates</a> Service Alerts: <a href="https://govcbus.com/gtfs-rt/alerts">https://govcbus.com/gtfs-rt/alerts</a></i>	
54	<ul style="list-style-type: none"> <li>Can VCTC kindly elaborate on any Automated Fare Collection/validation hardware requirements for this RFP?</li> </ul>	DART





Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

VCTC ANSWER	<i>We are not specifying the requirement for validators. We recognize that we do want onboard validation to be automatic and electronic however the physical requirement for validators may be lessened if certain options are not procured, such as contactless EMV. The fleet size as noted in the presentation as 163 vehicles. We ask that you consider your proposed solution in combination with the fleet.</i>	
55	1. Please provide all forms in an editable (Microsoft Word) format.	CUBIC/TOUCHPASS
VCTC ANSWER	<i>Due to the different formats of source documents combined to make up the RFP, please refer to the complete PDF version of the RFP.</i>	
56	2. Section 7.19 provides requirements for a Performance Bond, Payment Bond and a Fidelity Bond. Please confirm if a performance bond is required as this is not a construction project. Additionally, please provide any required forms for the Fidelity and Payment bonds.	CUBIC/TOUCHPASS
VCTC ANSWER	<i>A performance bond is not required. There are not specific forms at this time.</i>	
57	3. Section 3.2 includes an optional requirement for "Integration with existing onboard cellular communications equipment...". Please provide the following regarding that equipment: Confirmation that modems are installed on all vehicles for all agencies that are in scope; Make and model of all installed modems; Confirmation that the current data plan for the onboard modem can accommodate additional monthly data transfers of up to 100MB per modem; The name of the cellular network provider for that data plan; Confirmation that each modem has at least one available Ethernet port available for use by the new Fare Collection system;	CUBIC/TOUCHPASS
VCTC ANSWER	<i>Cradlepoint IBR1100 Router with Verizon Sim Card (x102), Cradlepoint 900 Router with Verizon Sim (x51), and 10 buses currently have NO onboard Modem or internet connection; Yes re 100MB; Verizon; Unknown if there is at least 1 port available on all vehicles.</i>	



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

58	4. Please provide the following statistical system usage information for VCTC and the other eight Transit Partners for the most recently completed fiscal year. Total Sales of each pass broken down by sales channel (i.e. ticket windows, online, TVMs, etc.). Total passenger boardings by payment method used (cash, pass, transfer slip, change card, etc.).	CUBIC/TOUCHPASS
VCTC ANSWER	<i>Please see RFP Addendum #1, Pre-proposal conference presentation for information regarding ridership and fares collected. The additional detail requested, broken down by channel or payment method for all 8 operators is unavailable at this time.</i>	
59	5. Section 3.2 includes a requirement to provide “Ability to digitize cash at no added cost/transaction fee to the rider”. We interpret this as a requirement to provide at least one method by which riders are able to pay cash at a physical location to pay for one or more digital fare products. Please confirm that this interpretation is correct or, if incorrect, please expand the description for this requirement.	CUBIC/TOUCHPASS
VCTC ANSWER	<i>The interpretation is correct. Thank you.</i>	
60	6. Section 3.7 includes a description of Phases One, Two and Three with a cumulative implementation period for all three of four months. Phase Two is described as “System functional with Visual Validation” and Phase Three is described as “System functional with Automated Fare Validation/Collection”. We are interpreting the description of Phase Three as the time during which electronic validation of fares on board vehicles and associated automated record of passenger boardings is implemented. Since some period of weeks or months will be required to complete Phase One (Initial development and system setup), it is reasonable to assume that the time frame for Phases Two and Three may collectively be as little as a few weeks. Please respond to the following requests for clarification regarding this schedule: Phase Two (Visual Validation). Because passenger and agency use of this functionality will be extremely limited in duration, it does not appear that there would be great value to the agencies or their passengers to use	CUBIC/TOUCHPASS



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

	it and then be required to switch to a different process (using electronic validation). Please explain your objectives for this Phase.	
VCTC ANSWER	<i>VCTC and Transit Partners are willing to use system with limited Visual Validation, only to accelerate the introduction of mobile ticketing. That is, it is the Transit Partners' desire to achieve full functionality and Automatic Validation as quickly as possible. It is anticipated that any installations necessary to achieve automatic validation will begin during phase 1 and continue into phase 2. A phase 2 is not necessarily required. However, it may be useful to bridge the gap between Award and final System Acceptance prior to any installations or system development.</i>	
61	As currently defined, Visual Validation is a requirement. Given the short period of time for Phase 2 when it will be used, however, it is likely that it will result in passenger confusion when a switch to electronic validation in Phase Three would be implemented, almost certainly within a few weeks, if the prescribed schedule is followed. Accordingly, it will be more operationally efficient and much easier to educate passengers and bus operators if this validation method is skipped and only electronic validation (Phase 3) is implemented. Please confirm that bidders are allowed to propose a solution that would be implemented in this way.	CUBIC/TOUCHPASS
VCTC ANSWER	<i>Proposers are encouraged to propose their recommended schedule that achieves the VCTC/Transit Partners' objectives as quickly as possible, within reason.</i>	
62	7. Please list the number of vehicles in scope for installation, the total unlinked passenger trips and total fare revenue for the most recently completed fiscal year for each of the participating Transit Partners.	CUBIC/TOUCHPASS
VCTC ANSWER	<i>Please see above, answers #5 and 10, and RFP Addendum #1.</i>	
63	8. Please list the number of vehicles and total unlinked passenger trips for the most recently completed fiscal year for Kanan Shuttle.	CUBIC/TOUCHPASS



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

<b>VCTC ANSWER</b>	<b><i>4 buses, 68,650 during FY18/19</i></b>	
<b>64</b>	<b>Is there a DBE goal for this procurement?</b>	<b>BYTEMARK</b>
<b>VCTC ANSWER</b>	<b><i>No</i></b>	
<b>65</b>	<ul style="list-style-type: none"> <li>• Provide accurate and timely ridership and revenue data that can support detailed, route-level, reporting for disbursement of revenues associated with usage. Are there fares that will require revenue splitting between agencies? If so what are those fares and what is the current split that is instituted?</li> </ul>	<b>BYTEMARK</b>
<b>VCTC ANSWER</b>	<b><i>Yes. Currently, 31-day passes sold by VCTC are split between agencies based on usage. Generally speaking if \$1000 in passes are purchased and 100 riders use said pass over the course of a month, across 4 systems (25% of which on each system, equally) the funds are distributed as \$250 to agency 1, \$250 to agency 2, \$250 to agency 3 and \$250 to agency 4 - i.e. a liquidation of all revenues for that pass based on actual usage recorded by the agency.</i></b>	
<b>66</b>	<b>3.2 Optional Technologies Requirements, The RFP lists a number of Optional Technologies. Can you share if there is a prioritization of these technologies or which options are more desirable than others?</b>	<b>BYTEMARK</b>
<b>VCTC ANSWER</b>	<b><i>The options are not listed in priority. Contactless EMV and Integration with 3rd parties are of particular interest.</i></b>	
<b>67</b>	It is anticipated that System back-end reporting capabilities requires on-board vehicle validators, or an on-board fixed-equipment solution. As such, the functionality noted above regarding route- level revenues management and reporting is anticipated to be completed following the initial rollout of the Visual Validation solution (i.e. in conjunction with "contactless" fare validation or Automated Fare Validation/Collection). There are very few details regarding the required onboard validator solution. Does VCTC have any required specifications or hardware solutions that they prefer?	<b>BYTEMARK</b>



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

VCTC ANSWER	<i>We are not specifying the requirement for validators. We recognize that we do want onboard validation to be automatic and electronic however the physical requirement for validators may be lessened if certain options are not procured, such as contactless EMV. The fleet size as noted in the presentation as 163 vehicles. We ask that you consider your proposed solution in combination with the fleet.</i>	
68	Validators, A) Does the entire fleet of vehicles require validators? B) How many total validators are needed?	BYTEMARK
VCTC ANSWER	<i>We are not specifying the requirement for validators. We recognize that we do want onboard validation to be automatic and electronic however the physical requirement for validators may be lessened if certain options are not procured, such as contactless EMV. The fleet size as noted in the presentation as 163 vehicles. We ask that you consider your proposed solution in combination with the fleet.</i>	
69	Who will be the merchant of record for the settlement of funds?	BYTEMARK
VCTC ANSWER	<i>The selected proposer</i>	
70	Where should vendors input a transaction fee / commission % if they chose to incorporate this into their pricing?	BYTEMARK
VCTC ANSWER	<i>The categories can be adjusted to suit the proposer's system and proposed solution. For example, a section called "fees" could be added if that is what your firm would like to do. Please be sure to include prices, quantities and rates as applicable.</i>	



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

**REQUEST FOR PROPOSAL**  
**Mobile Ticketing and Advanced Fare Collection System**  
Addendum #3  
August 20, 2020

Table of Contents:

1. Acknowledgment of the Receipt of Addendum
2. Amendment to the RFP: Extension of Proposal Due Date to **September 9, 2020.**

---

Ventura County Transportation Commission

VCTC RFP No: 20-710  
Title: Mobile Ticketing and Advanced Fare Collection System  
Issued: July 10, 2020  
Due: Sept. 9, 2020  
Addendum: No. 3

---

**Item #1: Acknowledgement of Receipt of Addendum**

The undersigned acknowledges receipt of **Addendum #3 to VCTC RFP No. 20-710**. This receipt must be included with your firm's proposal. Any proposal submitted without a completed Acknowledgement of Receipt of Addendum may be deemed non-responsive and discarded.

---

Authorized Signature

---

Dated

---

Printed Name

---

Company/Firm



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

Ventura County Transportation Commission

VCTC RFP No: 20-710  
Title: Mobile Ticketing and Advanced Fare Collection System  
Issued: July 10, 2020  
**Due: Sept. 9, 2020**  
Addendum: No. 3

---

**Item #2: AMENDMENT TO RFP: EXTENSION OF PROPOSAL DUE DATE TO SEPTEMBER 9, 2020**

The Request for Proposals for Mobile Ticketing and Advanced Fare Collection System (RFP #20-710) is hereby amended in the following locations and as follows:

[Amended text: ~~Original / removed language~~ New / replacement language.]

**RFP CHANGES:**

**i. COVER PAGE**

**(RFP Cover, page #0):**

Proposals must be submitted  
No later than 4:00pm  
~~September 1, 2020~~ September 9, 2020

**ii. SECTION 4.5 Tentative Schedule for Evaluation, Selection and Award  
(RFP page #24)**

***4.5 Tentative Schedule for Evaluation, Selection, and Award***

The closing date of this RFP is ~~September 1, 2020~~ September 9, 2020. The Commission anticipates the process for nominating and selecting a Contractor and awarding the contract will be per the following schedule:

Advertise and Release RFP July 10, 2020  
**Pre-Proposal Video Conference July 21, 2020 (10 – 11AM)**  
Last Day to Submit Questions Regarding RFP July 28, 2020  
**Proposal Due Date** ~~September 1, 2020~~ September 9, 2020  
Proposal Evaluations ~~September 2-~~ September 9 to September 16, 2020





Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

### iii. SECTION 6.1 Proposal Submission (RFP page #30)

#### **6.1 Proposal Submission**

Proposals must be received by the time and date specified below. Proposals must be submitted by carrier/courier, (e.g. in-person, by US mail, FedEx, UPS, etc). Do not fax or e-mail your proposals. Seven (7) hard copies, including one (1) clearly marked signed Original, and one (1) USB device containing a copy of the complete proposal in searchable PDF format shall be submitted no later than 4 PM PST, ~~September 1, 2020~~ **September 9, 2020**, as described in Section 4.5 to be considered for contract award. In addition to PDF format, copies of Cost Proposal forms (Attachment "C") shall be submitted in Excel. Postmarks will not be accepted in lieu of this requirement. Proposals and / or modifications received subsequent to the hour and date specified above or transmitted by facsimile or e-mail are not acceptable and will not be considered. Late submittals will not be accepted and will be returned unopened to Proposer. Proposals should be addressed as follows:

Ventura County Transportation Commission  
ATTN: VCTC PURCHASING AGENT  
950 County Square Drive, Suite 207  
Ventura, CA 93003

#### **iv. Attachment H - Mail-In Reference Questionnaire**

4. This completed questionnaire MUST be received by the RFP due date: ~~September 1, 2020~~ **September 9, 2020**,

EXHIBIT D

**TECHNICAL SPECIFICATIONS**

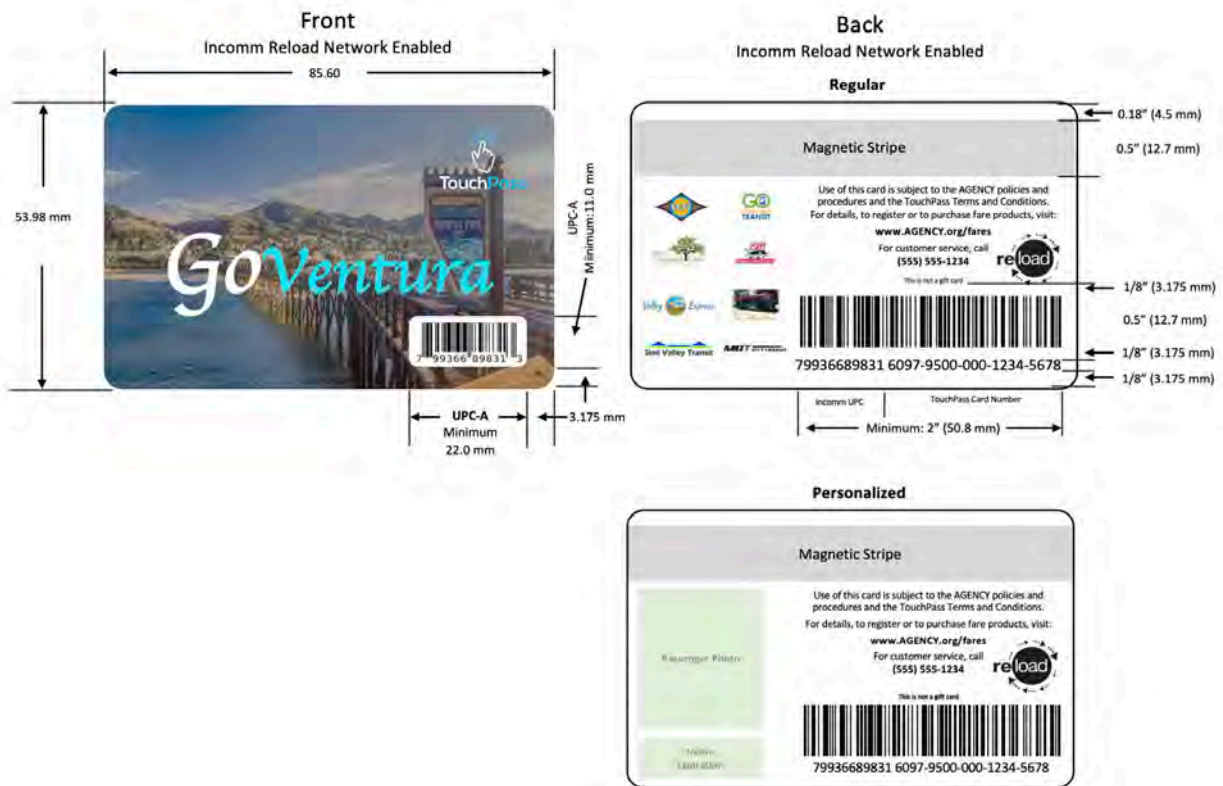


## TouchPass Card Specifications

### Requirements

1. Clean and free of burrs and sharp edges
2. Compliant with ISO/IEC 14443 parts 1-3 and ISO/IEC 18092
3. Dimensions compliant with ISO/IEC 7810 and ISO/IEC 7813
4. Chip and magnetic strip encoded by Delerrok for use in the TouchPass System
5. Chip type: MIFARE® DESFire EV2 2K or other, compatible chip type approved by Delerrok
6. Chip permanent unique identifier (UID), confirmed by Delerrok as unique within the TouchPass System
7. Front of card:
  - a. Acceptance Mark: Location variable. Size and color per brand specification
  - b. 4-color graphics extending to all four edges.
  - c. Bar Code 2: UPC number; printed in the area shown on the face
  - d. Commission approved logo and design graphic may be printed on card; final printer-ready graphic file(s) approved by Delerrok
8. Back of card:
  - a. Black, static text as shown below with static UPC, card number and Bar Code 1
  - b. Bar Code 1: UPC and Card numbers; printed within the dimensions shown below using the Code 128 bar code format on the back
  - c. UPC and Card Numbers : Unique card number (16-digits or longer) and 12-digit UPC number provided by Delerrok (e.g., in Excel file), printed on card in dimensions and format shown below.
  - d. HI-coercivity magnetic stripe encoded for use in Incomm Reload Network per Delerrok requirements
9. Cross-reference Table: Linking UID and printed Card Number

Note: All measurements are in millimeters . Text shown on back of card not to scale.





### TouchPass Reader Specifications

Display	<ul style="list-style-type: none"><li>▪ Full color, 5" IPS LCD</li><li>▪ Scratch and shatter resistant</li><li>▪ 800 × 480 resolution</li></ul>
Processor and RAM	<ul style="list-style-type: none"><li>▪ Quad core, 64-bit ARM V8, 1.2 GHz processor</li><li>▪ 1 GB RAM</li></ul>
Storage	<ul style="list-style-type: none"><li>▪ 16 GB</li></ul>
Media Interfaces	<ul style="list-style-type: none"><li>▪ Contactless reader<ul style="list-style-type: none"><li>○ ISO/IEC 14443, Types A &amp; B compliant</li><li>○ NFC reader (ISO/IEC 18092, 21481) compliant</li><li>○ Integrated RF antenna</li></ul></li><li>▪ 2D barcode reader</li></ul>
User Interfaces	<ul style="list-style-type: none"><li>▪ LED status lights</li><li>▪ Configurable audio output</li></ul>
Communications Interface	<ul style="list-style-type: none"><li>▪ Ethernet 10/100 Mbit</li></ul>
Case	<ul style="list-style-type: none"><li>▪ Shatter, tamper and water resistant</li></ul>
Tolerances	<ul style="list-style-type: none"><li>▪ Storage temperature: -40°C to 70°C</li><li>▪ Operating temperature: 0°C to 40°C</li><li>▪ Relative humidity: 95% @ 30°C</li><li>▪ Shock and vibration resistant</li><li>▪ Compliant with MIL-STD 810G</li></ul>
Operating System	<ul style="list-style-type: none"><li>▪ Linux OS kernel version 4.9.35</li></ul>
Power Supply	<ul style="list-style-type: none"><li>▪ Source= 12/24-volt bus battery using unswitched power or with UPS backup with a 1-amp inline fuse</li><li>▪ Circuit protection against voltage spikes</li></ul>
Mounting Holes	<ul style="list-style-type: none"><li>▪ Mounting holes for installation with commercial-off-the-shelf brackets on interior pole, dashboard, floor or wall</li></ul>

Note: Delerrok may freely modify TouchPass Reader materials, software, or components to provide equal or superior performance to that indicated above.

EXHIBIT E

**DELERROK'S PROPOSAL**



ORIGINAL

Technical  
Proposal



RESPONSE TO:

**Ventura County Transportation Commission**

Request For Proposals:

**RFP No. 20-710 Mobile Ticketing and Advanced Fare Collection System**

Cubic | Delerrok

Cubic Transportation Systems, Inc.

5650 Kearny Mesa Road

San Diego, CA 92111



Cubic Transportation Systems, Inc. ♦ 5650 Kearny Mesa Road ♦ San Diego, CA 92111

September 7, 2020

Ventura County Transportation Commission  
Attn: Aaron Bonfilio  
950 County Square Drive, STE 207  
Ventura, CA 93003

Subject: Request for Proposals: Ventura County Transportation Commission, RFP No. 20-710  
Mobile Ticketing and Advanced Fare Collection System

Dear Mr. Bonfilio:

Enclosed please find our response to the subject Request for Proposals (RFP). We are pleased to have this opportunity to present TouchPass, the world's most advanced fare collection solution to Ventura County Transportation Commission ("VCTC") and its Transit Partners. TouchPass, in revenue service since mid-2016, is the first multi-agency, true account-based fare collection system and has been the leading fare collection-as-a-service platform. [REDACTED]

TouchPass is a multi-agency system with built-in capabilities to support a regional fare program, fulfilling VCTC's requirement like no other system can. Since launching TouchPass, we have delivered twenty-four platform releases – all as no-cost system upgrades available to all TouchPass agencies – including hundreds of feature enhancements. This, combined with our technical strength and solid corporate standing give us confidence that you will agree that TouchPass, provided by Cubic Transportation Systems, Inc. (CTS) is the ideal solution for VCTC and its Transit Partners.

CTS is the leading provider of fare collection systems worldwide and by far the top provider in the US. Founded in 1972, CTS has served public transportation agencies in many of the world's largest cities, such as New York, San Francisco, Los Angeles, Miami, London, and Sydney. In 2012, CTS established a relationship with Delerrok Inc., a startup based in Vista, California that pioneered electronic fare collection (EFC) as a subscription service via its TouchPass platform. CTS, the dominant player with mega-agencies, recognized the importance of TouchPass, which could leverage cloud technology to offer full-featured fare collection services to agencies of all sizes, and early this year, acquired Delerrok and placed it at the center of our new Cubic Transportation Platforms (CTP) division. CTP focuses our investment in "as-a-service" offerings, all of which will become available to VCTC should it select TouchPass as its regional fare solution.



Mobile Ticketing and Advanced Fare Collection System

We have integrated the Delerrok staff with our global staff of over 2,300 dedicated employees to provide our clients with a deep bench of expert resources to oversee implementations, operate the TouchPass Platform and serve the growing base of TouchPass subscribers. In a market sector served by fledgling startups, Cubic offers size and substance you can count on.

Until the advent of TouchPass, small and mid-sized agencies had to settle for piecemeal, low-tech solutions like “visually-validated mobile ticketing”, phone-based (rather than truly cloud-based) solutions that can provide only some of the promise of electronic fare collection and appeal to only that small percentage of riders who prefer to buy fare products with credit cards and board using mobile phones. Full-featured solutions, like those provided by CTS to Chicago, New York or Boston, use account-based fare engines supporting a variety of fare media, including mobile, smartcards and even paper barcode tickets. TouchPass is the first *full-featured solution* available, and affordable, for small and mid-sized agencies. A comprehensive and fully integrated cloud-based electronic fare payment solution, TouchPass is a true account-based system that is designed to grow with agencies like VCTC. In a time when VCTC and its Transit Partners must adjust to operating during the global pandemic, TouchPass can facilitate a reduction in boarding delays by reducing the need for bus operator interaction with passengers and eliminating the need for the physical exchange or visual validation of fare media.

Other suppliers – notably those visual-validation suppliers that have recently tried to mimic the success of TouchPass – may also claim to employ multi-agency, account-based systems, but they are based at their core on their simple mobile-centric solutions. TouchPass was built as a cloud-based fare engine from the ground up and represents a major step up from these simple mobile ticketing systems that have recently rushed to add onboard validators. We invite VCTC to carefully research this difference and to avoid misleading promises of “ABT” or “account-based ticketing” (which, unlike TouchPass, is not true “account-based” fare collection).

TouchPass allows passengers to purchase fares on not only their mobile devices, but also via a passenger website and at physical locations such as transit center ticket windows and at institutional partner sites — all crucial to widespread adoption. Unlike mobile ticketing apps, which are typically adopted by only a small fraction of passengers and support only the advance purchased of passes, TouchPass offers diverse fare media, can handle virtually any fare policy by virtue of its cloud-based, real-time fare engine, and typically serves over 60 percent of passengers, including all users of prepaid fare products (e.g., period passes). An electronic fare collection system should be able to serve *all commuters* as well as provide attractive solutions for all others.

True cloud-based systems like TouchPass continually evolve and never become obsolete. As an example, we are happy to report that, through our strategic partnership with Moovit – the global leader in mobile based trip planning and vehicle arrival prediction information, with over 800 million downloads of its app in over 3,000 cities worldwide – our offering will include near-term delivery of an enhanced version of the TouchPass Mobile App described herein that combines the advanced features of the Moovit app—including the world’s leading trip planning and bus arrival prediction functionality—with transit account management, fare payments and more. This major enhancement of the TouchPass Mobile App is scheduled for completion late this year and will be available to support VCTC’s launch per our proposed implementation schedule.

Mobile Ticketing and Advanced Fare Collection System

Implementation Team for Ventura County

When it comes to deploying account-based fare systems using onboard validation, the experience of the Cubic | Delerrok team is unparalleled, ensuring that VCTC and its associated agencies will enjoy best in class service and solutions. Unlike systems that rely on extensive software development to meet a client's requirements, however, TouchPass requires only configuration, albeit one that provides extensive opportunities for customization. Our program managers will serve as the sole point of contact for the Transit Partners and will guide them through this configuration process, eliminating the need for design reviews and acceptance tests that are essential for bespoke solutions and that would require agency personnel to serve as the alpha and beta testers.

We have selected [REDACTED], to perform equipment installations on Transit Partner vehicles throughout the County. [REDACTED] is a California-based company with extensive experience in on-vehicle installations, including three recent projects for Cubic as well as those for [REDACTED]

We are excited to share our deep fare collection expertise and experience with VCTC and introduce you to fare collection-as-a-service, a concept that many view as inevitable as technology allows fare collection to move to multi-agency, cloud-based systems.

The price in our proposal was arrived at independently, without collusion, consultation, communication, or agreement as to any matter related to the proposal with any other Proposer, competitor, or public officer.

Our price proposal is firm and valid until March 8, 2021, 180 days from the September 9, 2020 submission date.

We acknowledge receipt of the following addenda:

- Addendum 1 dated 8/17/20
- Addendum 2 dated 8/17/20
- Addendum 3 dated 8/20/20

Sincerely,

Gary Yamamura  
Chief Product Officer, TouchPass  
5650 Kearny Mesa Rd.  
San Diego, CA 92111  
Phone: (760) 443-3967  
E-mail: gary.yamamura@cubic.com

## TABLE OF CONTENTS

<b>1. Executive Summary .....</b>	<b>3</b>
1.1. Visual Validation.....	5
<b>2. Project Understanding / Proposer Solution.....</b>	<b>7</b>
<b>3. System Description .....</b>	<b>9</b>
3.1. TouchPass Function and Features .....	9
3.2. Security.....	27
3.3. TouchPass Product Roadmap .....	28
3.4. Next Generation TouchPass Mobile App (Integration with Moovit) .....	29
3.5. GOVCbus App Integration .....	32
3.6. Open Payments (cEMV).....	32
<b>4. Firm / Team Overview.....</b>	<b>44</b>
4.1. Key Personnel.....	44
4.1. Team Organization .....	45
4.2. Organizational Chart .....	45
4.1. Availability of Project Staff .....	46
<b>5. Implementation Plan / Project Management .....</b>	<b>47</b>
5.1. Project Management and Staffing .....	47
5.2. Service Implementation .....	47
5.3. Defined Milestones .....	48
5.4. Program Gantt Chart .....	48
5.5. Subcontractor.....	49
<b>6. Quality Assurance Plan.....</b>	<b>50</b>
6.1. Testing/Acceptance .....	50
6.2. Warranty, Maintenance, Support, and Upgrades .....	50
6.3. Quality Control .....	51
<b>7. Training .....</b>	<b>52</b>
7.1. Training.....	52
7.2. Documentation .....	53
<b>8. Commission / Transit Partner Actions under the Project .....</b>	<b>54</b>
8.1. Expectations of VCTC and Partnering Agencies.....	54
<b>9. Experience.....</b>	<b>56</b>
9.1. Firm Overview .....	56

Mobile Ticketing and Advanced Fare Collection System

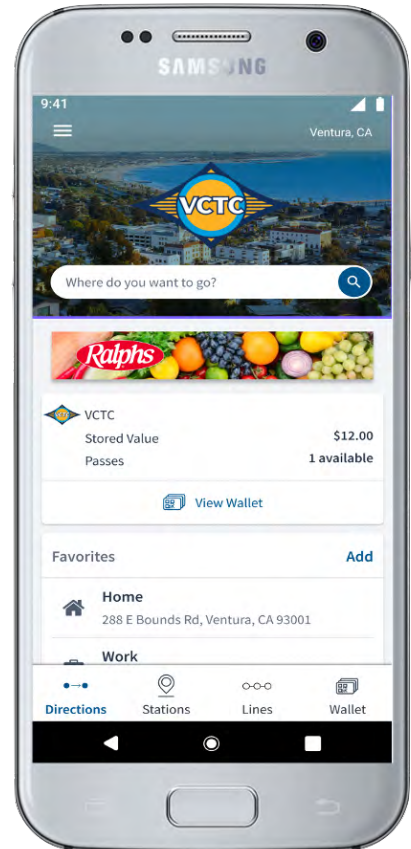
9.2.	Project Experience.....	56
9.3.	Last Three Deployments.....	57
<b>10.</b>	<b><i>Financial Statement.....</i></b>	<b>59</b>
10.1.	Financial Capacity.....	59
10.2.	Certification of Good Standing .....	60
10.3.	Subcontractor Letter of Commitment.....	61
<b>11.</b>	<b><i>Appendices.....</i></b>	<b>62</b>
11.1.	Appendix A: System Specifications.....	63
11.2.	Appendix B: Dun & Bradstreet Report .....	68
11.3.	Appendix C: Resumes .....	70
<b>12.</b>	<b><i>Exceptions to this Request for Proposals.....</i></b>	<b>77</b>
<b>13.</b>	<b><i>Pro Forma Agreement .....</i></b>	<b>78</b>
<b>14.</b>	<b><i>Required Certifications .....</i></b>	<b>99</b>
14.1.	Required Submittals (RFP Checklist) .....	100
14.2.	Attachment A – Acknowledgement of Receipt Form.....	101
14.3.	Addendum 1.....	102
14.4.	Addendum 2.....	103
14.5.	Addendum 3.....	104
14.6.	Attachment E – Certification of Restrictions on Lobbying.....	105
14.7.	Attachment F – Disadvantaged Business Enterprise .....	107
14.8.	Affidavit of Disadvantaged Business Enterprise.....	108
14.9.	Attachment G – Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters.....	109
14.10.	Attachment I – Proposal Declaration Form.....	111
14.11.	Buy America .....	111
14.12.	Bus Testing Certification.....	113
<b>15.</b>	<b><i>Cubic Interactive.....</i></b>	<b>114</b>
15.1.	Introduction .....	114
15.2.	Use Case – Miami-Dade Transit .....	114
15.3.	Loyalty and Advertising .....	115

## Mobile Ticketing and Advanced Fare Collection System

### 1. Executive Summary

In response to VCTC's request for a mobile ticketing and advanced fare collection system, we offer TouchPass, a full-featured, electronic fare collection solution provided as a service. TouchPass will serve as a comprehensive replacement for the current fare systems of the Transit Partners, which rely primarily on cash, paper passes and magnetic stripe media, and will provide the agency staff and passengers with numerous new features and conveniences. Our solution will add both online and mobile transit account management and fare product purchasing as well as fare payment functions using a variety of fare mediums on the TouchPass Platform, a fully integrated electronic fare payment solution.

*Fare collection as a service* is a breakthrough that has been years in the making. Our solution, now proven repeatedly in revenue service, will allow the agency to implement an account-based fare collection system with all the features enjoyed by the world's largest agencies at a small fraction of the cost. Until now, agencies without multi-million-dollar budgets have settled for systems with inflexible architectures and limited capabilities or partial solutions such as mobile ticketing, which, although less expensive than traditional fare collection solutions, are likely to be adopted by only a small fraction (typically under 10% at maturity) of the passenger base. Such compromises are no longer necessary. We believe that a cloud-configurable, account-based service solution represents no less than the inevitable future of the fare collection industry. More importantly, we are confident that our solution is ideally suited to achieving the goals you have outlined in your RFP, including:



- **Provide accurate and timely ridership and revenue data that can support detailed analysis of transit trends.** *TouchPass was designed from the ground up to support online, real-time fare processing and reporting. Unlike visually-validated mobile ticketing systems which are incapable of providing true ridership data, since usage can only be tracked manually by bus operators, TouchPass includes an extensive list of reports on boardings by fare product, by passenger type, by route and by stop. Actionable data available to the Transit Partners instantly.*
- **Provide accurate and timely ridership and revenue data that can support detailed, route-level, reporting for disbursement of revenues associated with usage.** *TouchPass has already been integrated with the GMV Syncromatics system and will leverage that integration to supplement boarding records with route and stop data. Our platform will enable each Transit Partner to establish a unique set of fares for its routes and to*

Mobile Ticketing and Advanced Fare Collection System

*supplement those fares with single-agency, multi-agency and regional passes, if desired. Our reports will enable viewing of passenger usage of each pass as well as stored value by route.*

- **Reduce onboard fare processing time to make the boarding process easier for operators and reduce dwell time.** *We have proposed a solution that will provide electronic validation from initial implementation, eliminating the need for temporary, interim solutions and the passenger, bus operator and customer service staff training that would be required for such solutions. Passengers will use one onboard device, our TouchPass Reader, to pay fares with a simple presentation of their choice of fare media, typically in less than ¼ of a second.*
- **Support the development of scalable platform in which other agencies may wish to opt into in the future.** *TouchPass offers virtually unlimited scalability combined with a straightforward, short-duration implementation process that focuses on platform configuration and information sharing. In the event that other agencies within or outside the region wish to participate, each can be added by installing TouchPass Readers on their vehicles (or using our handheld solution) and completing the 2-3 month configuration process.*

So, what distinguishes TouchPass from other fare payments solutions that may be offered to the agency? TouchPass is a service-proven, full-featured solution for electronic fare collection that includes acceptance of contactless smart cards and inexpensive paper tokens as well as passengers' smartphones using a mobile application. TouchPass is able to serve all passengers, provides a variety of convenient options for purchasing fare products and automates fare collection and enforcement, allowing the bus operator to focus on passenger safety, schedule adherence, and service. TouchPass was built from the ground up for online, real-time fare payment processing, an important feature and a major competitive differentiator. Our approach employs secure, real-time fare calculation and disposition by a powerful central system and provides for rapid configuration of user interfaces and agency fare policy without the need for new software development. A configurable, multi-agency platform is a key breakthrough: by eliminating the need to customize software based on fare policy, TouchPass dramatically reduces the deployment risks inherent in new system deployment related to software development—system bugs, project schedule delays, cost overruns, etc.—common to traditional EFC systems. Use of an established software platform also eliminates the need for costly and time-consuming design reviews and formal test cycles, unavoidable in traditional systems, dependent as they are on extensive software design and development for each new project.

Further, the multi-tenant, cloud-based architecture of the TouchPass platform allows us to offer its rich feature set at a lower price than inferior solutions. Our platform offers a “free upgrades for life” benefit that eliminates the need for costly change orders while ensuring that the system never becomes obsolete. We couple this with open application programming interfaces (APIs) that can be used by agency-authorized third-party hardware

Mobile Ticketing and Advanced Fare Collection System

and systems to securely and efficiently interact with the platform to perform a wide variety of functions. The growing list of functions supported by our APIs include:

- Sale of cards and fare products via a kiosk or ticket vending machine
- Extracting data for integration into an agency or regional data warehouse
- Onboard fare product sales or transfer token issuance
- Integration with a GTFS-Realtime database to enable automated operator login and recording of vehicle route assignments

These platform-enabled advantages are the principal strengths of our proposal and drive the many benefits that will accrue to the agency and its passengers. TouchPass allows passengers to purchase fare products anywhere, not just through a mobile app on their smartphones, but also via a passenger website on any networked device and at any agency-operated ticket window or designated retail or other third-party operated location. This secure, comprehensive platform for EFC can be used by all passengers while providing the agency the flexibility to employ virtually any fare policy, fare product or fare processing rules.

#### 1.1. Visual Validation

VCTC requested “visual validation” – the practice of downloading “tickets” to mobile devices to be activated by passengers on use – as “a fall back option in the event that equipment fails”, but we would argue that this is unnecessary and inconsistent with the principles of account-based ticketing. More importantly, it just won’t work. Electronic validators, used by all TouchPass agencies but also by most mega-agencies, are extremely reliable, and a fall back scenario would be so rare as to be meaningless. In fact, to make visual validation a “fall back” would require that passengers somehow learn a new payment method that they would likely never use. Use of visual validation as the default, with validators used not for fare calculation, as they are in account-based systems, but merely to electronically record use of visual tickets, is a poor excuse for an electronically validated fare system. Further, visual validation would not be an option for passengers using smart cards or printed barcode tickets should readers fail, so mobile users (in all fifteen live TouchPass agencies, a considerably smaller number than card users) would be singled out for payment while cardholders ride free or be asked to pay cash.

Visual validation is widely understood to be a low-cost, stopgap technology for agencies that cannot afford electronic validators or account-based systems. In the absence of a big-city solution, the concept goes, the agency can make the passenger act as fare engine and the bus driver act as validator. Even those startups that promoted it exclusively in the past have, since the advent of TouchPass, changed their story to acknowledge the benefits of electronic validation as part of account-based systems (though, having not yet developed fare engines or validators, they often pitch a “visual-only, mobile first” approach to gain time to catch up, which they have yet to do). Visual validation solutions are not difficult to develop. It is very reasonable that



Mobile Ticketing and Advanced Fare Collection System

VCTC would think visual validation handy for offline use should readers fail. Such solutions were indeed designed for use in the absence of online fare processing or electronic validation. However, to achieve this, these apps literally download “tickets” to mobile devices and store them there. These tickets are no more than fancy receipts of e-commerce purchases of static fare products stored not on servers but in smartphone memory. The tickets must be activated by passengers and expire after a period of time. If not activated, no fare is collected, and tickets can be reused. This is a very different approach than, and indeed incompatible with, account-based systems. As a result of this difference, visual validation would not provide VCTC with boarding data or allow use of stored value, multi-trip passes, electronic transfers or fare capping (at least, not without adding very awkward – fall back use only – passenger procedures).

TouchPass is a true account-based system, built from the ground up for onboard electronic validation and is not a device-based, aka phone-based, system. VCTC can skip the unnecessary stopgap step of visual validation and jump directly to a full-featured system, implementing a comprehensive electronic fare program that will serve the needs of a majority of its passengers. Wide adoption of digital media by VCTC riders would increase convenience, generate valuable data and reduce fraud, making TouchPass, which serves all passengers, far more valuable than just mobile alone.

However, if VCTC insists on providing its passengers a temporary visually validated solution we are prepared to assist. New mobile features currently in development will provide VCTC with visual validation in an account-based system. Our solution will be available for deployment in December. We’d love to discuss this option with VCTC and its partnering agencies.

## 2. Project Understanding / Proposer Solution

We have thoroughly reviewed VCTC's request for a mobile ticketing and advanced fare collection system, which would, in principle, replace the Goventura Smartcard system which was decommissioned in 2015. That electronic fare collection system was one of the earliest implemented in the US and provided the Transit Partners in the region with interagency passes, stored value and transfer features plus the ability to support fare programs for institutional partners, such as colleges and universities, within the County. While we understand that the requirements of VCTC's request for proposals imply a mobile-centric approach, it is evident that the Transit Partners of the Ventura region recognize that a comprehensive solution for electronic fare collection is needed to provide a system that all passengers could potentially use, potentially over the next decade.

We also understand that the Transit Partners have invested in the Syncromatics CAD/AVL system and want to leverage it to enhance the functionality of its GOVCBus trip planning app and to provide communications for onboard validators without the need to install additional modems and antennas. VCTC requires improved passenger convenience and on-time performance without compromising on security or locking the Transit Partners into a rigidly structured solution that cannot evolve when improved payment technologies or fare options become available in the future. Additionally, VCTC clearly desires a platform that offers flexibility in the definition of fare products and fare policies, specifically identifying fare capping and open payments as desirable, future options for implementation.

TouchPass offers not only a full-featured mobile solution but also enables VCTC passengers to use contactless smart cards, paper tokens and third party-issued, contactless ID cards, all which will be electronically validated onboard buses. And, yes, we are also offering an upgrade path to open payments, should consumer use of contactless bankcards and mobile wallets improve to a level in the region where the cost of implementation and ongoing support justify the incremental capital investment and operational costs. Most important, we are offering a platform that provides passengers with a suite of options, beyond just their mobile devices, to add fare products to accounts and to pay fares. Agencies that have implemented mobile-only solutions have found that passenger adoption is low, typically just 3 to 5 percent of ridership, thus failing to serve core commuters, let alone converting cash-paying passengers to an electronic solution. It is evident that the Transit Partners recognize that the trend today is toward "account-based" systems, where a variety of fare media serve as tokens of accounts held in a central server to which onboard devices report to obtain real-time fare processing dispositions. Although mobile ticketing system providers often claim to be "account-based", in most cases the truth is that such systems perform no real-time fare processing but store fare product information on phones, making them "phone-based". Our proposed approach provides a mobile app compliant to the requirements you have defined while also offering a true account-based fare system that accommodates a variety of fare media. The result is a comprehensive solution for electronic fare payments offered as a subscription service.

Mobile Ticketing and Advanced Fare Collection System

We support (and applaud) the Transit Partners' decision to require that the new system support electronic validation of fare media. VCTC's response to questions about visual validation make it clear that this would be no more than a temporary solution which, in theory, could be provided before electronic validation is enabled and, potentially, might serve as a backup when/if electronic validation fails. Given the desire of VCTC and agencies globally to avoid close interaction between bus operators and passengers during the peak of the coronavirus pandemic, we recognize that visual validation can only be considered a compromise made necessary to improve the delivery schedule. In our proposal, we have elected to offer an expedited schedule that will make the use of visual validation unnecessary as an interim step. Additionally, our many implementations to date and more than four years of continuous revenue service have confirmed that back up methods for fare media validation are unnecessary, provided that the validator supports a well-designed solution for offline fare processing, such as that included in our offering.

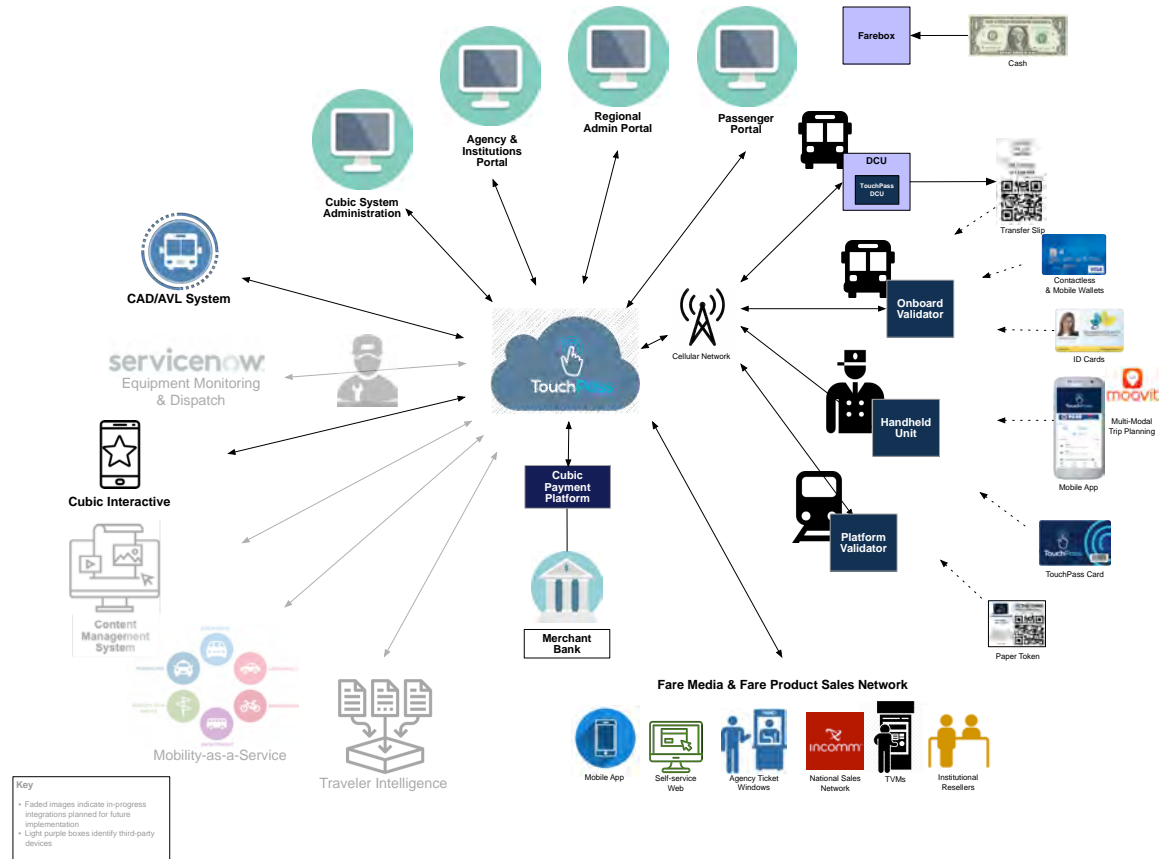
In the unlikely event that a TouchPass Reader is made inoperable, the display of the dynamic QR code on the Mobile App can be used by a bus operator to determine that the passenger has the means to pay a fare. This would not provide the means to collect fares due from the passenger's stored value or a trip-based pass but would serve as a simple mechanism to quickly verify the passenger's account status and ability to pay.

## Mobile Ticketing and Advanced Fare Collection System

### 3. System Description

#### 3.1. TouchPass Function and Features

##### 3.1.1. System Overview



Our technology platform consists of four major components architected to provide a comprehensive solution for account-based fare collection able to integrate with a wide variety of agency and third-party systems and equipment.

#### *Fare Engine*

The Fare Engine, which is the heart of the system, performs high-speed fare calculation and account updating to provide nearly instantaneous responses to fare payment requests received from the TouchPass Readers. Powerful computing, performed by servers with virtually unlimited scalability, enables TouchPass to boast the world's fastest networked "tap-to-beep" transaction times (averaging under 300 milliseconds in actual revenue service) with incredibly high reliability.

#### *Account Management System (AMS)*

The AMS includes the system database and controls all access to and updating of records in the database. It includes two web portals (Administrative Console and Merchant Portal) that enable authorized agency personnel to create, view

Mobile Ticketing and Advanced Fare Collection System

and manage records and reports for passenger accounts, vehicles, operators (drivers) and Readers. The Passenger Portal provides a third web-based interface to the AMS and enables passengers to buy fare products and set up and manage their transit accounts.

*TouchPass Reader*



This device, installed on buses, is the on-vehicle validator and initiates fare payments by reading fare media presented by passengers. It communicates with the Fare Engine and AMS via a Wi-Fi or cellular network enabled by an onboard modem and antenna. TouchPass Reader specifications are provided in Appendix A: System Specifications.

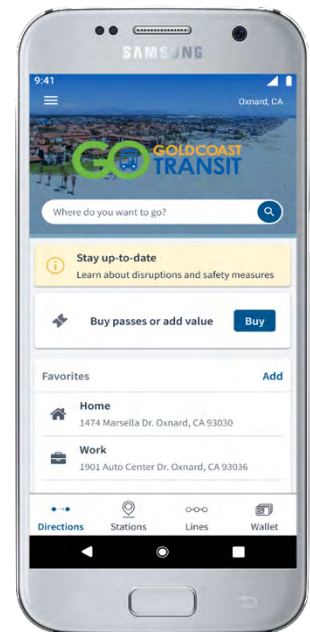
The TouchPass Reader is compliant with the international standards for contactless devices, ISO/IEC 14443 and ISO/IEC 18092

and is capable of reading 2D barcodes on printed media and displayed on smartphones and contactless smart cards.

*TouchPass Fare Media*

This includes three different forms of media that passengers can use to initiate fare payments using TouchPass Readers.

- TouchPass Mobile App: This software application can be downloaded to any smartphone using, the most current and, at a minimum, the next two prior versions of the Android and Apple operating systems.
- TouchPass Card: A contactless smart card encoded with a secure identification number that links it to a specific account. This card is compliant with the ISO/IEC 14443 international standard for proximity cards and uses the Advanced Encryption Standard – the same encryption methodology used by the US Government and globally by banks and other organizations to protect sensitive data – to enable secure and reliable authentication of cards and readers.
- TouchPass Paper Token: Disposable paper card printed with a unique QR code and corresponding serial number. Each token is linked to a virtual account that includes a single fare product, such as a single ride ticket (with or without transfer rights) or a 10-trip Pass. This provides a secure, low-cost, electronically validated solution for issuing fare products where



passenger use is limited to a few rides. The Paper Token offers functionality that is similar to that provided by magnetic stripe and limited use tickets without the need for proprietary encoding equipment. They can be activated individually, via the TouchPass Merchant Portal, or at the batch level, enabling distribution by social service and charity groups without the need for a computer or any other specialized equipment.

- Third Party-Issued Cards: Contactless smart cards that are issued by third-party organizations (e.g. Universities, local employers) and are compliant with the ISO/IEC 14443 standard can also be accepted by the TouchPass Reader using the Positive List feature described herein.

### 3.1.2. Agency Customization

The TouchPass Platform provides customization for the agency via simple configuration procedures. As one example, passenger website and mobile app screens are configured to display the agency's logo by simply uploading a graphic file, providing passengers with a recognizable image when creating an account, buying fare products or paying fares. Agency-specific fares, fare products, passenger types and transfer rules are configured on the platform without the need for software development, eliminating the need for the traditional, multi-phase design reviews and acceptance tests as well as the cost, time and staffing impacts required to facilitate those obsolete processes.

All fare policy changes requested by an agency are implemented by a TouchPass program manager with extensive knowledge of the TouchPass Platform and the agency's current policy configuration and enforcement rules. The program manager provides guidance to the agency on best practices and industry norms for fare policy implementation and change. Many platform configuration options are accessible by agency staff, and we plan to provide a self-service interface in the future that will enable authorized agency users to amend fare policy without our assistance.

### 3.1.3. Fare Policy Flexibility

The TouchPass Platform supports a virtually unlimited variety of fare policies and product combinations. As an example, fare products can be defined as calendar-based (passes with a specific start and end date), time-based (passes with a pre-determined period of validity beginning either at the time of purchase or at the time of first use), and trip-based (passes that are valid for use for a specific number of rides, with or without transfer rights) and each can be assigned to a particular fare type (a group of passengers with a common set of fare and fare product prices). A transfer policy can be defined with one or more of over a dozen distinct transfer validation rules (e.g. duration from start of trip, direction of travel, number of transfers allowed) and with or without the assessment of a fare based on fare type. As an alternative to passes, TouchPass also offers the ability to introduce fare capping, a fare policy where stored value fares are assessed up to preset maximum amounts for a single

Mobile Ticketing and Advanced Fare Collection System

journey (any number of distinct trips taken by a single passenger within a predefined time period) or for multiple journeys or trips over a day, week or month.

3.1.4. Screen Customization

The agency's logo and selected graphics, which are uploaded during Platform configuration, are displayed on the Passenger Portal, Mobile App and TouchPass Readers, providing agency personnel and passengers with agency-customized screens. In addition, passengers making purchases of fare products are shown only those products that are appropriate for their fare type and then only if the product is defined to allow display via the online channels (Passenger Portal and Mobile App). Viewing and sales of restricted products can be limited to authorized resellers and/or agency personnel.

3.1.5. Fare Payment Processing

Upon presentation to an active TouchPass Reader, the passenger's smartcard or the 2D barcode (QR code) displayed on the passenger's mobile device is electronically authenticated and a fare payment request is created and transmitted to the Fare Engine using the unique ID number securely transmitted by the card or barcode. The Fare Engine instantly retrieves the passenger account record associated with the ID number and calculates the fare due using the active fare policy for the agency associated with the Reader and, where necessary, the transaction history for the account. The account record is then reviewed to confirm any fare product or unexpired transfer right that can be applied to the fare and, if confirmed, the account record is updated to reflect the use of that product or transfer right. The Fare Engine then transmits a response to the Reader that includes a disposition code. Upon receipt of that response, the Reader displays an appropriate message that informs the passenger of the disposition and account status. The Reader will also emit a sound and will display either steady or flashing LED lights that are linked to the disposition from the Fare Engine and account status. The sounds emitted for each disposition/status combination are configurable and may be customized for the agency by uploading a unique .wav file that can be updated or replaced anytime thereafter.

Unlike other solutions, such as "visually-verified" (i.e., "inspected by bus operators") mobile ticketing systems, which perform no fare calculation, real-time or otherwise, TouchPass Reader displays the amount of the fare assessed and the unused balance remaining in the account when stored value is used. When a pass is used, the display will identify the type of pass used and its expiration date or, when a trip-based pass is applied, the number of unused trips. The Reader will, depending on configuration, also inform the passenger when a free or discounted fare transfer is used and, when transfer time is limited, the time remaining to use the transfer rights, even when more than one transfer is allowed. Similar information is displayed on the home screen of the Mobile App, providing passengers with valuable information that can be



Mobile Ticketing and Advanced Fare Collection System

used to better manage their accounts and avoid being left without valid fare products.

In the event the passenger account has two or more applicable fare products and/or transfer rights when a boarding request is received, the Fare Engine will automatically determine which product (or transfer right) to apply based on a predefined set of rules that select which is most advantageous to the passenger.

To support offline fare payment processing, each Reader maintain a list of media that is not eligible for use in the system ("Negative List"). Based on configuration, each Reader will request updates for that list from the central system whenever a network connection is available, typically every 30 seconds. This ensures that the Negative List is current in each device.

Agencies may configure the platform to support distinct passback rules. These rules allow or disallow a passenger using a single account and associated fare media to pay fares for two or more companion passengers by presenting the fare media once for each companion. By default, all companion fares are assessed at full fare rates since the companion passenger may not have completed the process required to qualify for discounted fares. Passback can be enabled for stored value and trip-based passes only.

#### 3.1.6. Positive List

This feature enables contactless cards issued by third party organizations (e.g. student ID cards issued by a local university) to be accepted as fare media for the cardholder. Using the External Card API, an agency-authorized third party organization can upload lists of the universal identifier (UID) of the cards of its members, students or patrons that are eligible to use the agency system. Each ride is tracked and reported for the particular organization but no personally identifiable information for the cardholder needs to be shared. The Positive List feature is an upgrade for schools, local employers, and other organizations that already issue contactless ID cards that are compliant with the ISO/IEC 14443 standard for proximity cards and allow their members (with approval from the agency) to use their ID cards as proof of eligibility for a discounted fare program when boarding. The Positive List feature enables electronic validation and recording of each boarding – freeing bus operators from the responsibility of visually validating ID cards and manually recording rides – while reducing boarding times and enhancing the depth and quality of boarding data.

### 3.1.7. Fare Product Purchases

Passengers will be able to purchase fare products through a comprehensive sales network that includes agency-operated facilities, the TouchPass Mobile App, the Passenger Portal and autoload services, among many others. These sales channels can be supplemented to include any number of third-party operated locations such as community service organization facilities, local employer offices, universities and retail stores. Unlike traditional EFC solutions, interaction with the TouchPass Platform does not require special hardware or software but, instead, can be linked to any fare product the agency chooses, to enable automatic replenishment of stored value or a pass.



#### *Online Channels*

Using the Mobile Payment App or Passenger Portal, a passenger can complete the selection and purchase of a fare product with just a few clicks and pay for that purchase using any agency-authorized, bank-issued card (e.g., Visa, MasterCard, American Express, JCB or Discover branded cards). Our product roadmap includes the addition of other, less commonly used payment methods including mobile and digital wallets such as Apple Pay.

#### *Autoload*

The autoload service is a configurable option for stored value and all higher value trip-based and time-based passes. There are no restrictions on the number of distinct products that can be enabled with autoload. When a passenger uses the Passenger Portal or Mobile App to purchase an eligible fare product, an offer to enable the autoload service will be displayed at the time payment is initiated. If selected, the autoload service is automatically linked to the fare product in the passenger's account record. When autoload is enabled, the designated amount of stored value or the new pass will automatically be added to the account based on the set of simple rules defined in the TouchPass System. One of those rules is that payment for the amount of the purchase, use a bank-issued debit or credit card, must first be authorized by the card issuer.

#### *Agency Ticket Windows and Institutional Resellers*

Agency personnel will use the TouchPass Merchant Portal, a secure website designed for quick and efficient fare product sales. Sales are initiated on the Merchant Portal by inputting a passenger's account number or User ID. That information is used to retrieve the associated account record and to display information from that record, such as a list of the fare products in the account,

to the user. Once the passenger identifies the type of product or amount of stored desired, the user only needs to click on the icon for the product on the Merchant Portal, and then identify the method of payment provided by the passenger for reporting and reconciliation purposes.

The Merchant Portal enables rapid, efficient and accurate fare product sales while requiring only a brief (e.g. 15-minute) training session. Use of the Merchant Portal can be easily extended to third parties, expanding the options available to passengers to make cash purchases of fare products and reducing workload on agency staff. All sales transaction details are automatically recorded and can be viewed in a variety of standard reports.

#### *Agency Call Center*

If desired, an Agency can also enable its call center personnel to sell fare products to passengers over the phone. If the call center is already enabled with bankcard payment processing capabilities, staff there can use the Merchant Portal to record these sales. The Administrative Console also provides the means to record sales and to process payments from passenger's bankcard.

#### *InComm Reload Network*

The TouchPass platform has been integrated with the InComm Reload Network, a nationwide network of over 55,000 retail locations, including up to 95 in Ventura County, that are available to provide stored value reloads to passengers with a TouchPass Account. Because this service is enabled through the merchants' existing payment systems, no infrastructure changes are required by participant merchants and transactions can be performed at any cash register, eliminating the needs for the passenger to visit and for special equipment to be installed at the merchant's customer service desk. Should VCTC or any of the agencies elect to implement this optional feature, a fee for each use of the Network would accrue to InComm. At this time, reload services are supported for passenger's using TouchPass Cards only, however, we have included in our product roadmap integration with InComm's Vanilla Direct Network, which supports reloads to mobile accounts.

#### *Ticket vending Machines and Kiosks*

Our platform also supports the use of ticket vending machines and/or self-service kiosks for the sale of fare products and cards to passengers. Virtually any supplier of these devices can securely exchange sales messages with the TouchPass Platform using our TVM API, described below.

#### *Onboard Sales*

Using an agency or third-party provided mobile data terminal (MDT), bus operators can be enabled to sell fare products to passengers with an existing TouchPass Account on board Agency vehicles. Using our Reader Client API, described below, the MDT can be configured to display one or more virtual buttons, each representing a specific fare product. When a product button is

selected, the Reader temporarily becomes a sales terminal that will add the fare product to the passenger's account in the Account Management System.

#### *Web Self Service*

Using our Self-Serve Token API, the agency or an organization authorized by the agency may enable its website to sell virtual paper tokens to passengers. Upon completion of a purchase, the passenger may choose to download an image of a paper token for display on a smart phone or to print. Either can be validated on the TouchPass Reader.

#### 3.1.8. Passenger Account Management

Passengers can create and manage their accounts using the Passenger Portal or Mobile App. Each provides the ability for passengers to perform all of the following functions:

- Change User ID and password
- Record or change first and last name
- View transaction history
- Add or modify stored bankcard information
- Add or remove autoloading services
- View the status of pre-purchased fare product(s)
- View agency-specific FAQ lists, Terms and Conditions and a Privacy Policy.
- View contact information for the agency. This contact information can be customized to include a link to the agency's website and or specific pages where additional information on fares, etc. are provided.

Passengers may use either a Card or the App. A passenger with a TouchPass Card can convert to the Mobile App at any time but (to prevent abuse of unlimited fare products, such as period passes) is not allowed to continue use of the Card after conversion. A passenger using the Mobile App can also create an account without first having a Card and can switch the account from one mobile device to another by simply logging into the second device. For passengers that voluntarily include a valid email address in their registration data, a receipt will automatically be sent for each purchase of fare product, regardless of the sales channel used.

Authorized agency personnel can use the Merchant Portal to create a card account and can register that type of account on behalf of the passenger using the Administrative Console. The Administrative Console can also be used to create an anonymous account, change the fare type for an account, view transaction history from account inception, or complete any of the maintenance functions that are available to passengers via the Passenger Portal and Mobile App. Additionally, users of the Administrative Console can change the account status, for instance, to restrict use when a TouchPass Card or mobile device has been reported as lost or stolen, to replace a lost/stolen card, and to close the account.

Mobile Ticketing and Advanced Fare Collection System

### 3.1.9. Special Fare Programs

Passenger groups that qualify for discounted or promotional passes can be supported through the definition of Special Fare Programs on the Platform. These Programs can be defined with one or more linked fare products that can be offered to passengers at a discounted price or, where applicable, issued directly to the account. Once a Program has been created, authorized Merchant Portal users can issue a Benefit Code (a 12-digit, alphanumeric value) that can be entered by a prequalified passenger on the Mobile App or Passenger Portal to enable purchase of the discounted pass or to receive a free pass. As an alternative, the Merchant Portal can be used to sell or issue the pass directly.

### 3.1.10. Reporting and Analytics

Authorized users have access to a wide variety of reports that provide summary information on fare product sales, ridership (fare payments), and new account creation. Reports are available relating to each of these categories with a variety of different views and can be adjusted to include any time period by selecting from several standard options (e.g. Today, Current Month-to-date, Program-to-Date) or by manually setting the start and end dates. In addition, users may select more comprehensive Transaction reports that include detailed data on all of the functions performed by the agency or a particular user. All reports can be viewed online, printed or downloaded as a standard Excel file.

After login to the Administrative Console, each user will first see the Agency Dashboard, a set of graphs that portray totals for fare product sales, fare payments and new accounts over a selectable period of time. The Dashboard is intended for an agency manager, planning officer, program manager and other agency personnel to quickly confirm that system performance and to identify positive and negative trends that may require analysis and/or follow-up.

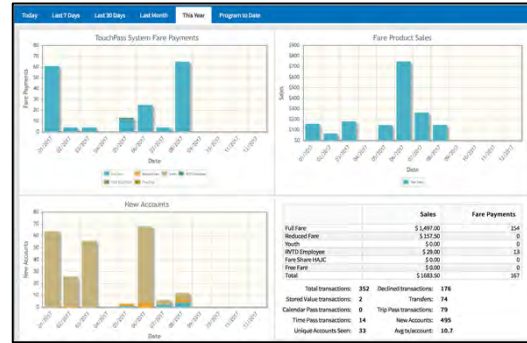
The standard reports are presented in seven broad categories: billing, sales, fare payments, new accounts, transactions, analysis and DCU. As described above, authorized users can select the time period to be included in a report and can select from different options within each category to display the data using different sorting criteria. For example, fare payment reports can be viewed by route, fare type (a name designating a group of passengers that are eligible to receive discounted fares and fare products), media type, time of day or fare product, enabling the agency to view ridership data in a variety of different ways over any time period.

Standard reports currently include:

### Agency Dashboard

This online screen provides a snapshot of statistics for the agency's electronic fare collection program and can be adjusted to show views of the current date, the last 7 days, the last 30 days, current month to date, the previous calendar month, the current year to date, or the program to date.

Included in the dashboard are three graphs showing total transactions for the selected time period in columnar graphs for fare payments, fare product and card sales, and new accounts. The Dashboard also displays a table summarizes fare payments and product sales by Fare Type.



### Sales Reports

- Fare Product Sales by Fare Type:** Total sales of fare products for the selected time period. Fare products are sorted by fare types.
- Fare Product Sales by Fare Product:** Total sales of each fare product sold by the agency during the selected time period.
- Daily Fare Product Sales by Fare Product:** Daily summary of sales by fare product for the selected time period.
- Fare Product Sales by Channel:** Total sales of fare products for the selected time period sorted by sales channel. Sales channels include the passenger website, mobile app, autoload services, agency facilities (e.g. ticket window), and all third-party locations authorized by and associated with the agency.
- Fare Product Sales by Reseller:** A "Reseller" is any third party, such as a ride broker, community service organization, university or convenience store, that is authorized to sell cards or fare products on behalf of the agency. This report can be generated for all Resellers associated with the agency or for any individual Reseller. Each of these options provides a detailed list of all sales transactions as well as a summary of total sales by fare product for the selected time period.
- Fare Product Sales by Payment Type:** The Merchant Portal includes the ability for an authorized user to record the method of payment (e.g. cash, credit card, check) that was received from the passenger. This report provides a summary of sales based on payment method.

Fare Type	Fare Product	Number Deleted	Net Sold	\$ Gross Sales	\$ Net Sales
Adult	1 Trip Token	0	389	583.50	583.50
	10 Trip Token	0	324	4,860.00	4,860.00
	Adult 10 Trip Pass	1	4	60.00	45.00
	Adult 20 Trip Pass	2	12	360.00	300.00
	Adult 31-Day Pass	2	4	216.00	108.00
	Stored Value	0	3	250.00	250.00
		5	737	6,356.50	6,173.50
S&D	S&D 31-Day Pass	0	1	27.00	27.00
		5	737	6,356.50	6,173.50
		5	737	6,356.50	6,173.50



- Stored Value: A summary of the sales and uses of stored value.
- On Board Fare Product Sales: Using the Reader Client API and an onboard mobile data terminal, a bus operator can be enabled to perform the sales of fare products to passengers with a TouchPass account. This report provides a summary of those sales.

### Billing

- Billing: This menu option enables download of a copy as an MS Excel worksheet of the monthly billing reports issued by Cubic to show the total number of fare payments by day for a calendar month.
- Billing Transaction Details: This menu option enables download of an MS Excel worksheet listing the details for each fare payment recorded on the corresponding Billing report.

### Fare Payments Reports

- Fare Payments by Media Type and Route: Total fare payments for the selected time period sorted by media type (e.g. card, mobile, paper token) for each active route.

Route	Card	Mobile QR	Mobile NFC	Paper	Card Number	Transfer	External Card	Total
001 (Market Street)	0	24	0	23	0	0	0	47
002 (Capitol Complex / ROC Shuttle)	0	15	0	21	0	0	0	36
009 (City Islands / HACC)	31	93	0	88	0	0	0	212
012 (Colonial Park - Colonial Commons - Gateway - Linglestown)	34	103	0	82	0	0	0	219
017 (FAULT) (Default Route)	22	4	0	17	0	0	0	43
<b>Total</b>	<b>87</b>	<b>239</b>	<b>0</b>	<b>231</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>557</b>

- Fare Payments by Route and Fare Program: Total fare payments for the selected time period sorted by fare type (fare program) for each active route.
- Fare Payments by Fare Program and Route: Total fare payments for the selected time period sorted by fare program (fare type) for each active route.
- Fare Payments by Time and Media Type: Total fare payments for the selected time period for distinct durations (e.g. hourly, daily, weekly, monthly) sorted by media type.
- Fare Payments by Media Type: Total fare payments for the selected time period by media type presented as percentages in the form of a graph.
- Transfers: Total transfer transactions listed by the type of fare product used to pay the fare for the first ride that accrued transfer rights for passenger.
- Fare Payments by Fare Product: Total fare payments for the selected time period sorted by fare product used to satisfy the fare.
- Fare Payments by Route and Fare Product: Total fare payments for the selected time period for each active route, sorted by fare product used to satisfy the fare.
- Fare Payments by Stop: Total fare payments listed by the stop/station where the payments were recorded and the percentage of the total fare



payments for the selected time period. This information is supplemented with a heat map showing icons for each stop, color-coded to indicate the number of payments recorded for each stop.

- Fare Payments by Reader: Total fare payments listed by the TouchPass Reader that was recorded for each payment.

#### *New Accounts Reports*

- New Accounts Opened by Fare Type: Total new accounts created for the selected time period sorted by fare type.
- New Accounts Opened by Sales Channel: Total new accounts created for the selected time period by Sales Channel.

New Card Accounts	Adult	S&D	Program	Total
2018-05-04	2	0	0	2
2018-05-15	0	1	0	1
<b>Totals</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>3</b>
New Paper Token Accounts	Adult	S&D	Program	Total
2017-12-03	32	0	0	32
2018-03-01	192	0	0	192
2018-05-04	356	0	0	356
2018-06-05	132	0	0	132
<b>Totals</b>	<b>712</b>	<b>0</b>	<b>0</b>	<b>712</b>
New Administrative Accounts	Adult	S&D	Program	Total
2018-06-26	1	0	0	1
<b>Totals</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>
Total New Accounts:	Adult	S&D	Program	Total
	715	1	0	716

#### *Transactions Reports*

The Transaction Reports are designed to provide a nearly comprehensive set of data for each transaction record to enable deeper analysis (by reviewing it in an Excel file or uploading it into a data analysis tool, such as Access) or import to another database.

Date/Time	Type	Media	Pass	Fare	Route	Stop/Station	Card Number	Transfer Count
03/01/2018 16:19:02 EST	Payment using a trip-based pass	Paper Barcode	10 Trip Token		002 (Capitol Complex / ROC Shuttle)	N 3rd St opp. Pine St	9063-9439-3668-0939	
03/01/2018 16:19:06 EST	Payment using a trip-based pass	Paper Barcode	10 Trip Token		001 (Market Street)	Market St opp. N 9th St	9063-9439-3668-0939	
03/01/2018 16:19:11 EST	Payment using a trip-based pass	Paper Barcode	10 Trip Token		002 (Capitol Complex / ROC Shuttle)	N 3rd St opp. Pine St	9063-9439-3668-0939	
03/01/2018 16:19:13 EST	Payment using a trip-based pass	Paper Barcode	10 Trip Token		001 (Market Street)	Market St opp. N 9th St	9063-9439-3668-0939	
03/01/2018 16:19:15 EST	Payment using a trip-based pass	Paper Barcode	10 Trip Token		002 (Capitol Complex / ROC Shuttle)	N 3rd St opp. Pine St	9063-9439-3668-0939	

- Transactions by User: A detailed list of every transaction performed during the selected time period for a particular Administrative User (agency personnel authorized to create or change passenger and other user records, sell cards or fare products, or make changes to the system configuration) or Retail User (any employee of a third-party organization authorized to sell cards or fare products on behalf of the agency).
- Transactions by Agency, Non-Fare Transactions: A detailed list of every transaction performed during the selected time period for all Administrative and Retail Users. Excluded from this list are all fare payment transactions.
- Transactions by Agency, Fare Transactions: A detailed list of every fare payment transaction performed during the selected time period.

Mobile Ticketing and Advanced Fare Collection System

### Analysis

- Pass Usage: A view of statistics on passenger use of each pass product for the selected time period.
- Reader Events: A summary view of the Reader status included in the Health Reports submitted to the Account Management System.
- Offline Events: Total offline fare payments record for each Reader.
- Offline Transaction Map: A heat map showing icons for each stop where an offline fare payment transaction was recorded.
- Offline Denials: A list by month of the total number of the reported offline fare payments that were declined by the TouchPass Reader and the reason for that decline.

TouchPass							
For 06/01/2018 - 07/10/2018							
Created: 07/10/2018 09:21 PM							
Calendar Passes							
Pass Name	Min	Avg	Max	Total	# Passes	Card # of highest user	
Trip Passes							
Pass Name	Min	Avg	Max	Total	# Passes	Card # of highest user	
1 Trip Token	1	1.00	1	13	13	9078 9763 2950 6934	
10 Trip Token	2	2.00	2	2	1	9036 5037 1331 7640	
20 Trip Pass	2	2.00	2	2	1	8086 9450 7230 0862	
Adult 20 Trip Pass	1	1.00	1	1	1	8024 7760 4024 0285	
Time Passes							
Pass Name	Min	Avg	Max	Total	# Passes	Card # of highest user	
360 30 Day Pass	1	1.00	1	1	1	8028 5050 5131 1387	

TouchPass  
Reader Events  
For MTD for July 2018  
Created: 07/10/2018 09:22 PM

Reader	Logged-in Starts	Total Starts	NFC Issues	Camera Issues	Other Issues
H2R120	0	1	0	0	1
H2R121	0	2	0	0	2
	0	3	0	0	3

### DCU

- DCU by Route: A listing of the number and dollar value of cash fares paid and other non-fare boarding events, summarized by route, recorded by a bus operator using an onboard driver control unit.
- DCU by Reader: A listing of the number and dollar value of cash fares paid and other non-fare boarding events, summarized by Reader, recorded by a bus operator using an onboard driver control unit.

Despite the depth and variety of reports already available, our Platform Roadmap calls for future addition of many other reports and reporting tools, including ad hoc reports generation, a feature that will enable an authorized user to select from an extensive list of data fields and tables to define and save a custom report which can, like all standard reports, be printed or exported as an Excel file for further analysis, integration with data from an external source, or uploaded into another database.

### Data Warehouse

The Data Warehouse is an optional feature that enables streaming of agency data from the TouchPass System to a separate PostgreSQL database in an agency-owned server instance within [REDACTED]. This provides the agency with unrestricted access to all transaction records and other data specific to the agency from the TouchPass System as long as the [REDACTED] server instances and database are maintained. The agency may elect to have the data anonymized – a process where the personally identifiable information (PII) data of passengers is automatically and consistently

converted to other values (e.g. "John Doe" is converted to "ABC123") that cannot be used to identify the specific passengers and to otherwise limit the access of agency personnel to PII data.

#### 3.1.11. Application Programming Interfaces

The TouchPass Platform includes a variety of application programming interfaces (APIs) that can be used by the agency or vendors authorized by the agency to interact with the Platform. All are "open APIs", available for review by any authorized party and are not burdened with unnecessary licensing fees. Use of any API is facilitated by the issuance of an API Token, an alphanumeric value that is used to authenticate all messages received from an external system. We plan to continue to develop open APIs to facilitate a growing list of integration possibilities. Our current list of APIs includes:

##### *Ticket Vending Machine*

This API can be used by the agency or its supplier of ticket vending machines (TVMs) to enable those devices to be used by passengers for off-board fare product purchase, provided that the TVM meets or exceeds our requirements for secure communications.

##### *Passenger Portal*

This API can be used by a customer relationship management application or other system to request data for a specified passenger account or to perform one of the basic service functions (e.g. change the fare type, replace lost/stolen card) rather than using one of our web portals.

##### *Reader Client*

This API can be used by a mobile data terminal, electronic farebox, or other onboard device or system to interact with the TouchPass Reader to perform a wide variety of sales and passenger account servicing functions such as selling fare product, issuing a printed transfer slip, or assessing fares for two or more passengers that are using the same passenger account to pay those fares.

##### *Reporting*

This API can be used by a database application or other third-party system to request transaction data from the TouchPass Platform for integration with data from one or more other systems in order to facilitate the creation of integrated reports.

##### *Reader Assignments*

This API can be used by an agency or automated vehicle location system to send status (login, logout), operator and route assignment data for a vehicle and to link that data to a particular TouchPass Reader record in order to automate the login/logout processes and to enable operator and route assignment information to be dynamically updated for the Reader and appended to fare payment transaction records.

#### *Self-Serve Token*

This API can be used by an agency or authorized, third-party operated website to generate a virtual paper token that can be purchased by a passenger and downloaded for printing or emailed for display and use on a mobile device.

#### *External Cards*

This API can be used by an agency or another authorized organization to submit lists of ID cards that are eligible for use by members or clients of the organization, such as students and faculty of a university. Once a list has been uploaded to the TouchPass Platform, each ID card on the list can be used to board an agency's vehicles, while providing the agency with valuable boarding data and reports.

#### *Payments*

This API, currently in design and planned for implementation in 2020, enables any authorized, third-party system such as bikeshare, shared ride and others in the mobility-as-a-service (MaaS) sector, to request payment from a passenger account.

#### 3.1.12. Secure, Cloud-based Architecture

The TouchPass Platform is hosted by [REDACTED] a subsidiary of [REDACTED] which offers on-demand cloud computing platforms. [REDACTED] has consistently been ranked by Gartner as a leader in the provision of cloud infrastructure as a service, in a large part due to its intense focus on high-quality service, high availability, good performance, and high security. Each of the [REDACTED] data centers worldwide is protected by layers of physical security and provides network firewalls with intrusion detection, automated protection against distributed denial of service (DDoS) attacks, redundant power sources, advanced encryption and a variety of other software and hardware tools that are available for all [REDACTED] clients.

All computing hardware is continuously monitored by [REDACTED] and any failing units are detected, taken offline and replaced. When this occurs, any application instances that are running on the hardware are automatically transferred to other resources, ensuring that there is no impact on availability or usability of those applications. In such events and whenever [REDACTED] detects a substantive change in data transfers or a reduction in application "health", [REDACTED] will, when appropriate, automatically generate new application instances on other hardware resources and send an email notification to Cubic. By design, at least two such instances are always in operation, enabling a "hot" failover to the second instance in the unlikely event of a hardware failure.

We use the [REDACTED], which offers automated load balancing, capacity provisioning, and scaling, ensuring our clients of year-round, 24x7, high availability and virtually unlimited capacity with near-instant, hot failover to an alternate resource within the same data center or any of the other [REDACTED] data centers worldwide. Other than a very brief period of time when a new

release is being installed, users have continuous access to all features of the system.

#### 3.1.13. Platform Operations

As described above, the TouchPass Platform uses cloud-based servers hosted in [REDACTED] data centers by Cubic. [REDACTED] provides continuous, 24x7 monitoring of our platform and automatically generates an additional instance of our applications when system utilization reaches a pre-determined percentage of capacity, creating virtually unlimited scalability. The defective hardware is then repaired or replaced. No responsibilities for system hosting, operation or maintenance are transferred to agency personnel.

Since all user access to the platform is enabled through web-based portals, any networked computer with an Internet browser can be used to interact with the platform. Personnel of the agency and any third parties it authorizes can use the Administrative Console and/or Merchant Portal using any commercial, off-the-shelf desktop, notebook or tablet computer. Likewise, passengers can use the Passenger Portal with any personal computer or a smartphone or may elect to use the TouchPass Mobile App with any smartphone using at least the three most current versions of the Apple operating system, iOS or the Google operating system, Android.

We operate and maintain the TouchPass Platform as a full-featured, account-based, electronic fare collection service in revenue service for public transit agencies. The TouchPass Platform uses powerful, cloud-based servers which connect to TouchPass Readers via cellular and Wi-Fi networks to perform fare product sales and fare payments in an online, real-time environment. Utilizing [REDACTED] resources, the Platform provides virtually unlimited, automated scaling to accommodate any volume of transactions. In fact, we have tested the Platform with transaction volumes of approximately 18 million per day, roughly equal to the Territories annual count of unlinked passenger trips.

Since beginning revenue service operations May 2016, the Platform has been operated 24 x 7, other than during scheduled maintenance windows. This exceptional performance is due, in large part, to the instant failover capabilities offered by [REDACTED] as well as the processing architecture we have employed.

#### 3.1.14. CAD/AVL System Integration

To enable a single sign-on solution for the agency's bus operators, the TouchPass system can be integrated with the real-time status data for the agency vehicles in the CAD/AVL system database. Provided that the required data is available within the CAD/AVL database, backend integration will allow the CAD/AVL system to inform the TouchPass system to update the status of the TouchPass Reader associated with the vehicle.

Mobile Ticketing and Advanced Fare Collection System

For the Transit Partners of Ventura County, we intend to leverage an existing integration with an application programming interface (API) provided by the region's CAD/AVL system provider, Syncromatics, and a simple application on the TouchPass Platform that uses the API to query the Syncromatics' database for updated vehicle assignment information. Using the route assignment extracted through the interface and vehicle GPS coordinates supplied by the onboard modem, the stop/station name will also be identified. The initial route and stop configuration data will be uploaded to the TouchPass platform using a static General Transit Feed Specification (GTFS) file also generated from the Syncromatics system. As a result, bus operator login for the TouchPass Reader would be automated and the vehicle ID, route assignment information and name of the stop/station where the fare payment occurred would be appended to each fare payment transaction record. Ongoing updates to route and stop definitions can be uploaded with the import of a new GTFS (static) file, which can be automated if that file is posted on a publicly-accessible website.

As an alternative to the use of the Syncromatics system integration, the TouchPass Platform can be linked to an Agency-provided data feed that is compliant with the requirements of GTFS-Realtime (GTFS-RT), a companion specification to GTFS for real-time reporting of vehicle route assignments and GPS coordinates.

For handheld devices using the TouchPass Mobile Collection/Inspection App, such as those that might be used by paratransit/demand response vehicle operators, manual login to a particular route is required.

#### 3.1.15. Debit and Credit Card Processing

The TouchPass Platform architecture is designed to accommodate integration with any number of bankcard payment acquirers and/or payment gateways that can accommodate the processing of online debit and credit card payments. Such payments will be made by passengers through one of the online channels including the TouchPass Mobile App, Passenger Portal and autoloading service. The Agency may select any of the acquirers already integrated with the TouchPass Platform. Our cost proposal is based on the requirements expressed in Addendum 2, Questions 12 and 27 that the vendor serve as the Merchant of Record. As such, all merchant fees, all chargebacks and related fees, minimum monthly fees and all other fees assessed by the acquirer will be passed through to the Agency and are not included in our price proposal.

#### 3.1.16. Modem Integration

The TouchPass Reader requires access to the open internet via an onboard cellular modem. Most modern cellular modems can be integrated with the TouchPass Platform to provide such communications. Ideally, the modem should be usable with the TouchPass Reader to provide communications over

WiFi and cellular networks, enabled via an Ethernet connection to the Reader. In the event the modem is not a make and model already integrated with the TouchPass Platform, an integration effort will be required to optimize the communications interface. Our minimum requirements for an onboard modem can be found in Appendix A: System Specifications.

Integration with Cradlepoint cellular modems has already been completed and would require only a minor configuration change to the devices already installed on Transit Partner vehicles.

### 3.1.17. Mobile Validator

As an alternative to a mounted TouchPass Reader, paratransit vehicle operators can use the TouchPass Mobile Collection/Inspection App, an Android OS version of the software application in the TouchPass Reader customized for use on a smartphone or tablet device. This application can process fare payments for a passenger using a TouchPass Card or the TouchPass Mobile App.

Fare inspectors and conductors can also use the TouchPass Mobile Collection/Inspection App, to confirm that a passenger onboard a bus rapid transit (BRT) vehicle, light rail, commuter rail or other vehicle requiring proof-of-payment, rather than real-time validation of fares.

This app can be installed on any smartphone or tablet computer with an Internet connection, a web browser, and hardware and software components that meet the minimum, technical requirements defined in the Handheld Device Specifications included in the Appendix.

Most tablet computers do not have the internal components to enable reading of contactless cards, such as the TouchPass Card. Where this applies, the tablet can be paired with an off-the-shelf Bluetooth NFC reader such as the Bluetooth NFC Reader product included in the Appendix

### 3.1.18. Driver Control Unit Interface

This simple but powerful feature enables bus operators to perform a variety of fare collection-related functions using a driver control unit (DCU), a tablet computer mounted in the vehicle also known as a mobile data terminal (MDT). If the DCU uses the Android operating system, the agency may enable these features by completing a simple configuration using the Administrative Console and deploying the TouchPass DCU App, a mobile app developed and distributed by Cubic. For DCUs provided by a third party, such as those offering CAD/AVL systems, this feature can be enabled through provider development of a small application that mirrors the functionality of the TouchPass DCU App. Current functions enabled by this feature include:

- Recording cash fares
- Recording non-fare events (e.g. bicycle rack used, wheel chair ramp used, short fare)



Mobile Ticketing and Advanced Fare Collection System

- Monitoring of disposition screens displayed on the TouchPass Reader
- Sales of virtual fare products

The Getac, driver control unit offered by Syncromatics has already been integrated with our platform and can be used to enable any or all of our DCU features with a few simple configuration changes on the TouchPass Platform and deployment by Syncromatics of a firmware update.

#### 3.1.19. Reader Health Monitoring

The TouchPass Reader application automatically checks the status (“health”) of its key components and connection with the onboard modem and, based on configuration, will periodically send a summary report of its health to the AMS. In the event a component issue is detected, the Reader will report that issue in its next health report. If that issue is later resolved, the Reader will send a follow-up message. Each issue reported by the Reader is recorded locally in the local log file and by the AMS.

### 3.2. Security

Security of the TouchPass Platform is comprised of various solutions that protect transactions and data during processing, while in transit and in storage. This approach provides layers of security for the most sensitive elements of the platform and minimizes the risk of fare evasion, fraud, and hacking. Our security solutions include:

#### 3.2.1. Role-based Access for Users

Each system user record is defined with a particular role that includes various, default permissions that enable access to system features and data elements. Where necessary, default permissions can be altered to increase or decrease a user’s ability to view and change data.

#### 3.2.2. Data Segregation

Viewing and changing of data associated with an agency and its passenger accounts are restricted to authorized agency and agency-approved, third-party personnel.

#### 3.2.3. Tokenization of Bankcard Data

Bankcard data provided by passengers is encrypted and sent to a certified merchant acquirer which securely stores that information and provides a unique token, which is stored by the TouchPass Platform for use with future purchases. Bankcard data is never stored on the TouchPass Platform and the tokens, if accidentally exposed or stolen, cannot be used for any meaningful purpose.

#### 3.2.4. Cryptographic Authentication of Fare Media and Readers

All fare media accepted by the TouchPass Platform, with the exception of cards processed using the Positive List feature, use an identification number and other information that is encrypted using the Advanced Encryption Standard

Mobile Ticketing and Advanced Fare Collection System

(AES), a cryptographic process used by the US Government and financial institutions globally to protect sensitive data. When fare media is presented to a Reader, that media is authenticated using AES, ensuring that it is a genuine, authorized card, paper token or mobile device before the Reader will generate and transmit a fare payment request. Industry standard practices are used to prevent Man-in-the-Middle, Replay, Response Amplification, Denial of Service, and other common forms of system attacks.

3.2.5. End-to-End Encryption

Fare payment requests are encrypted at their source (the TouchPass Reader) and are sent to the Fare Engine. Although the data within these requests poses little risk to the overall system if stolen, the added protection of encryption combined with the use of a VPN substantially increases the difficulty of hacking and renders the data essentially useless in the event a transaction is successfully intercepted. Communications between the Account Management System and the merchant acquirer's system are also encrypted to protect the sensitive bankcard data contained within those communications.

3.2.6. Restricted Physical Access

Consistent with industry best practices, physical access to the cloud-servers that host our applications is continuously-monitored, restricted to authorized personnel only and electronically recorded.

3.2.7. Certified Level 2 PCI DSS Compliance

As a bankcard payment service provider, we understand the importance of protecting cardholder data at all times, whether that data is being processed, in transit, or in storage. To ensure that industry standard (or better) security is applied to the protection of cardholder data, we conduct an annual audit of its compliance with the Payment Card Industry Data Security Standard (PCI DSS) using a Qualified Security Assessor and engages the services of an Approved Scanning Vendor (ASV) to perform quarterly vulnerability scans of its network and all systems with access to the cardholder data environment.

3.3. TouchPass Product Roadmap

Our product roadmap is an extensive but flexible plan for continuous innovation. It defines enhancements within categories of functionality that are linked to the key components of the Platform that include entirely new features, such as an integration with the Moovit app, the world's most popular trip planning tool used by over 750,000,000 passengers in 100 countries, as well as incremental improvements such as the ability for manual selection of passenger type by an operator using the TouchPass Mobile Collection/Inspection App, enabling assessment of a fare not associated with the passenger's fare type. Our roadmap is periodically updated through re-prioritization and consolidation of tasks and by the addition of new features, including some suggested by clients or passengers. In general, all ideas are

## Mobile Ticketing and Advanced Fare Collection System

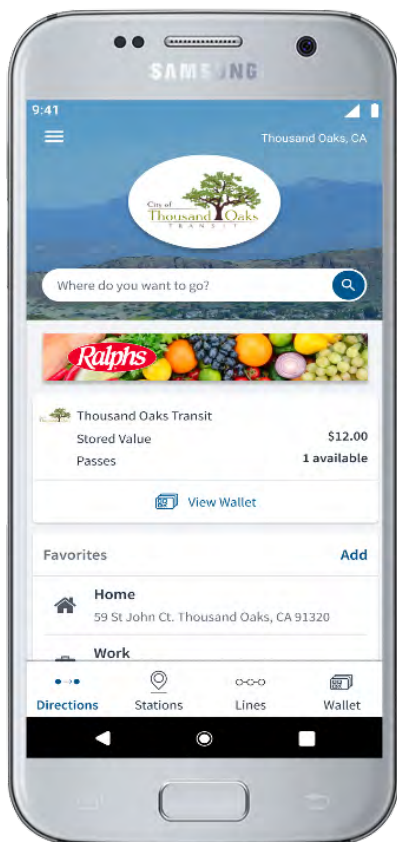
considered but must meet a simple rule – that the proposed enhancement will be a benefit to some or all of our subscribers.

We use an agile development process that results in up to 10 major releases each calendar year. This ensures a steady stream of new reports, functionality, services and other enhancements that are available to all clients, typically at no additional cost.

Although clients do not need to download software or make other changes to prepare for or get access to the features of a new release, we provide advance notice of approximately four (4) days prior to implementing a release.

### 3.4. Next Generation TouchPass Mobile App (Integration with Moovit)

Cubic Transportation Platforms (CTP) is a new division within Cubic Transportation Systems, Inc. (CTS) offering a mobile-first approach to fare collection-as-a-service. CTP offers a bring your own token approach to fare payment for rider inclusivity and leverages the recently announced expanded partnership between Cubic and Moovit to create a truly integrated look, book and pay experience for your riders.



Building on the proven TouchPass fare collection technology, your Mobile app will also include Moovit's multi-modal journey planner to offer travellers a seamless mobile experience available for download from the Apple or Google Play app stores.

Built with your riders in mind, your mobile app will display your agency-specific branding and graphics when your riders are traveling around the service area giving them access to all of agency fares and available multi-modal options. Using dynamic geo-fencing your app will intelligently display the transit system closest to where your riders are so they can easily reload their stored value account or purchase fare products.

Your app is set up for growth so should your riders want to travel outside your metro area they can change agencies with 1 click to access the fare products from other agencies within the system. This dynamic approach to agency location enhances the rider experience and allows your agency to be part of a future regional system.

Your Mobile Application includes:

**Fare Collection** – Your riders can use the powerful TouchPass technology to board the bus, use the fare engine to buy eligible fare products, load value to their stored value account, or unlock concession fare products they are eligible for. Your riders will also

## Mobile Ticketing and Advanced Fare Collection System

have the option of using payment wallets like Apple Pay & Google Pay as well as utilize EMV technology to make their journey fast and efficient.

**Multimodal Trip Planner** - Plan a journey between a given origin and destination at a specified time. The planning process performs multi-objective optimization taking into consideration multiple factors such as arrival time, departure time, number of transfers, walking distance, waiting time, real time updates, line frequency, total travel cost and many more. The app offers many configuration options that are available including offering wheelchair and stroller accessible routes, green routes, healthy routes, etc.

**Real-Time Information** - your new app uses extensively enriched transit data, aggregating static GTFS data with Moovit's statistical GTFS, active and passive crowdsourced updates, real-time data that provides timely and highly accurate trip planning and guidance for both transit and other mobility providers such as bike-share, car-share, micro-mobility, etc.

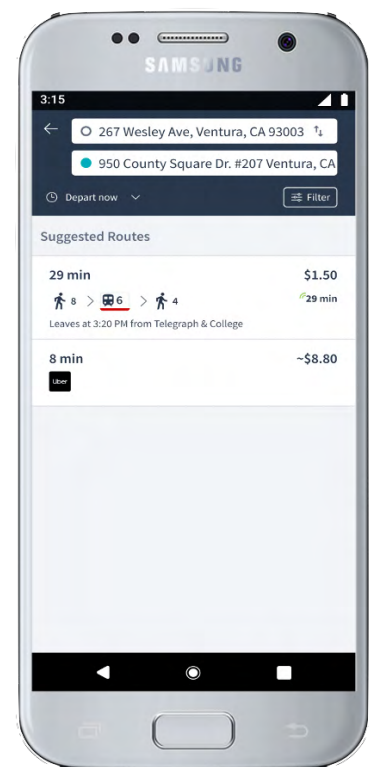
**Live Directions** - Step-by-step navigation including get-off alerts are offered so you never miss your stop. Watch integration is also provided for alerts.

**Service Alerts** - For each transit line in a city, riders view detailed information including the service alerts for specific lines, stations or a metro wide alerts that might impact many lines (if data is available). In cases where service alerts data feeds are not available, Moovit can give its transit agency partners the ability to create their own service alerts using the optional Moovit **Transit Data Manager**. Through this tool, agency staff can create and manage all Service Alerts to directly notify riders. The change to the transit data sets will be **automatically reflected in the trip planner** (via Short Term Changes).

**Localization** – Commute with your riders in their native language. Your app responds to the language setting on your rider's mobile devices and updates to one of our over 30 supported languages.

**Accessibility** – We have optimized every screen across the app for VoiceOver and TalkBack technologies. With this enhanced accessibility integration, users use gestures to navigate through screen elements and set focus on them. Once the focus is on an element (a button or label), VoiceOver / TalkBack reads aloud the text that appears on it.

**Powerful Communication Tools**– Below are the types of communications included in our Mobile app:



## Mobile Ticketing and Advanced Fare Collection System

**Push Notifications** - Great for announcing service changes or details about your rider's transit product account such as "Your monthly pass expires in 2 days, buy a new pass now" or "Your balance is low – would you like to enable auto-reload?".

**Pop Up Notifications** - These can be connected to dedicated landing pages with social sharing capabilities. These are often used for special co-branding activities and 1 question surveys.

**Critical Bar Messages** - Allows you to target specific users in an affected area or those planning a trip that will pass through an affected area. Great for delivering information ASAP.

**Campaign Features** – This map pop-up helps users see where they're trying to reach on the map. Any point of interest can be added into Moovit's database to make it easily searchable.

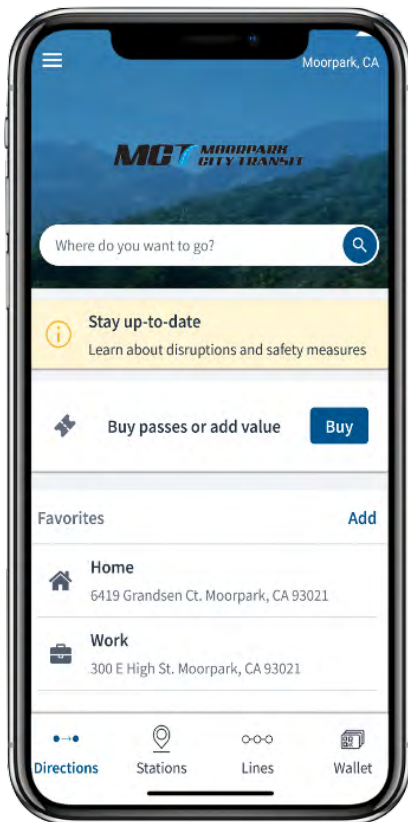
**Ridership Reports** - Enables real-time communication from riders including reports of an incident, crowdedness, cleanliness, temperature, driver compliments/complaints, incorrect transit information, advice to other riders, etc.

**Transit Surveys** - Our advanced online system can create, distribute, and analyze

transport-related surveys. They are simple and easy to answer, attracting more responses. Real-time results provide valuable insights and endless segmentation options include targeting by zone, by line, or by type of transit.

Your mobile app includes a dashboard with data analytics that allow monitoring of performance and other key measurements, including:

- App KPIs:
  - heatmap of user activity
  - # of new users
  - first launchers,
  - # of active users,
  - the main usage of features (by users or occurrences)
  - popular stops, lines and destinations.
- Performance of in-app communications and surveys
- Insights about popular locations and destinations in the area.



Mobile Ticketing and Advanced Fare Collection System



### 3.5. GOVCbus App Integration

We understand that the GOVCbus App is part of the set of solutions provided by GMV Syncromatics for vehicle location and other real-time passenger information and that the Transit Partners wish to add fare product purchasing capabilities to this App. To address this requirement, we intend to provide a software development kit for our Mobile App to Syncromatics, and thus requiring a simple but complete integration of our App capabilities with those of the GOVCbus App. We have obtained a price quote and schedule from GMV Syncromatics for this effort and have included it as a separate line item in our Cost Proposal.



### 3.6. Open Payments (cEMV)

Open Payments, the acceptance of contactless bankcards and mobile wallets that are compliant with the EMV (Europay, MasterCard, Visa) Contactless specification, has garnered significant attention in the US and globally within the Public Transportation Industry thanks to its promise of enabling transit systems to accept payment mediums that are, in theory, already in the hands of all passengers and can be used to make a fare payment, eliminating or, at a minimum, drastically reducing the need for agency-issued media and fare products. This attention is understandable given the proven success of the open payments program of Transport for London which now boasts nearly 2 million fares paid daily using some form of open payment media.

Often overlooked, however, are the challenges associated with implementing this type of program in the United States, where, unlike in the European Union (EU), merchant fees for bankcards are not limited by government mandate to a maximum of 0.3% and only a few banks have elected to begin issuing contactless-enabled cards to replace the contact EMV cards that were mandated by the networks beginning in 2013. Acceptance of contact-EMV cards by US merchants is expected to reach only 70% by the end of 2019 and only a portion of those will be enabled to accept contactless cards. In fact, use of all forms of EMV contactless payments for all merchants in the US is currently estimated to be less than 2%, despite an estimated 50% of merchants supporting this payment technology.



Mobile Ticketing and Advanced Fare Collection System

Equally relevant are the unimpressive results of implementations of open payments by transit agencies to date in the US including:

The Utah Transit Authority, which cancelled its open payments program in 2018 after being unable to achieve more than 1% of passengers using the program

The Chicago Transit Authority, which allowed only contactless bankcard to be used in its Ventra system beginning in 2013 but converted its own card to a closed loop-only product in late 2017 after determining that less than 2% of passengers were using the open loop option

The Washington Metropolitan Area Transit Authority, which cancelled a \$175 M contract for a new fare system in 2016 after a 90 day pilot program produced only a “tepid response” from passengers willing and able to use open payment mediums to pay fares

The Tri-County Metropolitan Transportation District of Oregon, which announced in August 2019 that, after more than two years in revenue service, only 2% of its passengers were using the open payments option in its Hop Fastpass system.

This overview is not intended to suggest that open payments does not have a future in the US. In fact, if events in the EU, Canada, Australia, New Zealand, and other developed countries are used as a guide, the migration to contactless bankcard payments will occur over time and could be expedited, at least in the most populated metropolitan areas, by the launch of open payment programs by transit agencies. It is advisable for VCTC, therefore, to establish a pathway for open payments while gaining an understanding of the costs and implications of implementation.

### 3.6.1. Implementation Requirements

As currently defined, in order for any merchant or transit agency to accept EMV-contactless payments, multiple, formal certifications from several different organizations are required, each requiring, on average, months of preparation, paperwork and testing with no guarantee of success. These certifications include:

EMV Level 1: Confirmation that a card-acceptance device meets the lower level electromagnetic and communication protocol requirements.

EMV Level 2: Validation of the software (a.k.a. “payment kernels”) on a Level 1-certified device meet the requirements of each of the payment brands. One or more separate kernels are required for each brand to be accepted (e.g. MasterCard, Visa, American Express, Discover)

EMV Level 3: Verification that the software configuration of the entire system, from payment device through the merchant system to the payment acquirer and on to the card issuer. Similar to Level 2, separate certifications are required for each payment brand.

PCI DSS (Payment Card Industry Data Security Standard): Exhaustive examination of documentation and security architecture combined with



Mobile Ticketing and Advanced Fare Collection System

ongoing testing of the end-to-end payment platform to confirm compliance with a long set of requirements for bankcard data security. For merchants with high payment volumes, the evaluation must be conducted by certified auditors on a quarterly or annual basis

PCI PA-DSS (Payment Application Data Security Standard): Testing and approval of the software applications that are used to perform contactless bankcard payment processing.

It is important to note that both EMV and PCI requirements can change regularly and, if a device or system is changed in a way that the open payment solution is altered, re-certification is mandated. Because these certifications can take up to a year or longer to complete, experienced suppliers will minimize the opportunity for changes to the open payment system.

Unfortunately, use of an EMV Level 1 or Level 2 certified device does not provide any assurance of Level 3 or PCI certification in the future. In fact, as one example, if a merchant installs EMV Level 1-certified payment terminals as a future-proofing strategy later attempts to obtain EMV Level 2 and 3 certification but the Level 1 requirements have changed in the interim, the merchant may be obligated to upgrade or even replace its payment terminals in order to achieve full certification. This is not idle speculation on our part. Indeed, the Southeastern Pennsylvania Transportation Authority (SEPTA) suffered this fate, announcing last October (see “The cost of SEPTA’s Key Card system just swelled to nearly \$200 million”, Inquirer Morning Newsletter, October 25, 2019) that 100% of its onboard and platform validators required replacement in order to meet the latest EMV requirements, resulting in an unplanned expense of \$4.4M.

As described above, PCI certification is an ongoing obligation which may require weeks, if not months, of preparation and support each year to maintain. UTA estimated its annual cost of PCI certification at roughly \$2M and attributed the bulk of that expense to the fact that the scope of the PCI audits extended into every bus and train platform in its system since each contained a validator enabled to accept open payments.

### 3.6.2. Certification and Implementation Costs

Each level of EMV and distinct brand certification must be performed by a certified compliance laboratory and will incur thousands of dollars in lab and consulting fees as well as the internal cost of the agency project team that will be required to oversee this long and complex process.

PCI certification by a Qualified Security Assessor combined with quarter scanning by an Approved Scanning Vendor (the entities certified to perform this type of work) of online systems These fees may be small in comparison to attaining PCI DSS and PA DSS certification, which must be conducted at least annually could incur tens of thousands of dollars in fees and potentially much

more for a system with hundreds or thousands of end points (i.e. onboard and station validators, faregates).

Merchant Fees must also be a serious consideration for the agency. While these fees average a little over 3% for traditional merchants in the US, the percentage for transit agencies may be considerably higher thanks to the fixed fees of \$0.10 to \$0.40 that are assessed for each payment transaction and the low payment amounts associated with open payment programs. As one example, an agency with full adult fares of \$1.50 would bear a minimum of \$0.32 in fixed fees alone, or over 21% when a debit card is used to pay a fare. While fare capping and payment aggregation strategies will help to reduce this number, the negative impact of merchant fees is inevitable.

For agency using external consultants, additional costs must be included in the budget, particularly if those consultants are required to serve as guides through the certification processes, but also because of the extended implementation timeline. The program manager for TriMet, for example, stated that he had added an extra year to his two-year project plan to accommodate the time required for EMV and PCI certification and considered his program implementation to be “on time” when the planned pilot program was launched 39 months after notice to proceed was issued.

### 3.6.3. Our Solution

As part of our commitment to Open Payments, we are integrating the solutions we used in programs for agencies in Chicago, Vancouver (BC) and other cities with the TouchPass Platform, providing a cloud-hosted, multi-agency system that can be implemented for agencies of any size. While a formal ruling by the card brands and EMVCo (the entity that maintains the EMV specifications) must be obtained after our complete solution is in place, we believe its architecture will avoid the need for recertification for each client, thus dramatically reducing the time and cost of implementation for agencies that opt to implement this feature in the future.

We believe it is premature for VCTC to consider implementing an open payments program at this time. Once contactless payments in the US have reached a significant percentage of total bankcard payments and issuers have demonstrated a willingness to provide long term support for contactless card issuance and mobile wallets, VCTC may wish to revisit the option of enabling open payments within its fare system. To provide a pathway for that upgrade, we have included an option to purchase validators with EMV-Levels 1 and 2 certifications during the contract term following initial implementations. These devices could be used as replacements for the TouchPass Readers included in our base proposal.

Although we have included pricing for the option of implementation of open payments, we anticipate that we will be able to improve on that pricing once we have completed the required integration and certification processes.



## Attachment B – Table of Compliance

	Request for Proposals	Your Proposal	
	Requirement (see corresponding RFP section for full requirement description)	Mark “F” for fully Comply, “P” for Partially Comply or N for “Do Not Comply”	If your proposal does not fully comply, where in your proposal is this explained? (Include Pg#)
<b>3</b>	<b>Scope of Work</b>		
	As Specified.	P	Please see notations for items marked P and N below.
<b>3.1</b>	<b>Functional Requirements</b>		
	<b>A) Development of one white-label mobile ticketing application for all Transit Partners available for free download for mobile devices, that supports:</b>	P	Section 3.4 (Page 29)
	<ul style="list-style-type: none"> <li>mobile device or computer-based purchase of, and onboard fare payment with, regionally-accepted fare media; to include, but not be limited to: stored-value or “E-purse” product, unlimited-use multi-day passes (such as a monthly or 31-day), single-ride tickets and institutionally-issued passes or tickets (such as from local colleges or social service agencies).</li> </ul>	F	
	<ul style="list-style-type: none"> <li>users to purchase fare product via credit card, debit card, and third-party digital wallets (e.g., Google Pay, Masterpass, Samsung Pay, Paypal, Apple Pay, etc.).</li> </ul>	P	Section 3.1.7 (Page 14)
	<ul style="list-style-type: none"> <li>integration with Commission’s trip planner app GOVCbus app, so that users can seamlessly purchase tickets from within the trip planner, and vice versa (plan their trip).</li> </ul>	F	
	<ul style="list-style-type: none"> <li>link to or display of static fares menu and other information related to Transit Partners operations</li> </ul>	P	Section 3.1.8 (Page 16)
	<ul style="list-style-type: none"> <li>visual validation with a clear active display that allows quick and easy boarding (Visual Validation).</li> </ul>	P	Section 2 (Page 8)
	<ul style="list-style-type: none"> <li>“contactless” validation boarding by riders (Automated Fare Validation/Collection)</li> </ul>	F	

Request for Proposals		Your Proposal	If your proposal does not fully comply, where in your proposal is this explained? (Include Pg#)
	Requirement (see corresponding RFP section for full requirement description)	Mark "F" for fully Comply, "P" for Partially Comply or N for "Do Not Comply"	
	· inter and intra-agency transfers	F	
	· pass revenues to be deposited in a bank account identified by the Commission	F	
	· ability for Commission to modify existing and add future pass products, special promotions, and other ticket types.	F	
	· ability for app and any onboard systems (e.g. validators) to work when not connected to the internet during brief periods.	F	
	· an additional web portal for customer access to check account information, as well as for institutions and agencies to make bulk purchases and manage participant users, and so that users can view or manage receipts.	P	Section 3.1.8 (Page 16)
	· push notifications for those who opt-in	F	
	· does not require user to store payment information, or create accounts, but will be optional.	F	
	<b>B) Deployment of a back-end office management program or dashboard that is capable of, and supports both analysis of ridership information, and financial data, including:</b>		
	· accurate revenue management and accountability information of all fare transactions or validations at the route-level, and Transit Partner-level, by date, time and location.	F	
	· ability to review and analyze sales and validation data in real-time.	F	
	· ability to provide refunds to riders.	F	
	· monthly revenues statements according to agreed-upon business rules as determined by the Transit Partners, and that can be modified from time to time.	P	Section 3.1.10 (Page 17)
	· ability to run reports with detailed usage and sales data for planning purposes, such as usage summary, user statistics, ticket statistics, and revenue summaries; and that reports be sortable by numerous fields, e.g. pass type, Transit Partner, dates of sales, dates of usage, etc.	F	
	· all reports available in excel and print-ready PDF format.	F	
	· ability to export data for integration with other software systems or tools.	F	
	· ability to update required data, such as vehicle blocking prior-to and post-service delivery to ensure accurate data.	N	Section 3.1.10 (Page 17)
	· PCI and CCPA compliance, and provides security of all data, including protection of personal identifying information (PII), and that continued compliance is the responsibility of the Contractor.	F	
	· adjustable permissions with various levels of access for Transit Partners' users based on role.	F	

	Request for Proposals	Your Proposal	
	Requirement (see corresponding RFP section for full requirement description)	Mark "F" for fully Comply, "P" for Partially Comply or N for "Do Not Comply"	If your proposal does not fully comply, where in your proposal is this explained? (Include Pg#)
	· ability to run health reports to determine system status across all fleets at once, and to run reports which identify potentially incorrect, or errant or unmatched data.	F	
	· monthly, quarterly, annually or other period-based ridership and fare revenues reporting for NTD, state controller, grants, public board, and other reporting/presentations purposes.	F	
	It is anticipated that System back-end reporting capabilities requires on-board vehicle validators, or an on-board fixed equipment solution. As such, the functionality noted above regarding route-level revenues management and reporting is anticipated to be completed following the initial rollout of the Visual Validation solution (i.e. in conjunction with "contactless fare validation or Automated Fare Validation/Collection).	F	
<b>3.2</b>	<b>OPTIONAL TECHNOLOGIES REQUIREMENTS</b>		
	· Payment integrations with third-party apps and services, such as trip planners (e.g. Transit App, Apple, Citymapper, Google Maps), or ride-share/micro-mobility services (e.g. Uber, Lyft), in their app via an API or SKD.	F	
	· Open payment capability for contactless EMV (cEMV) payment integrated with Automated Fare Validation/Collection solution.	P	Section 3.6 (Page 32)
	· Integration with existing onboard cellular communications equipment through CAD/AVL system provided by GMV Syncromatics in – lieu of new or additional cellular service, wiring or communications equipment (such as modems, routers or antennae).	F	
	· ability to utilize and import data via operating API from CAD/AVL system or ability to import GTFS and/or GTFS-RT data to streamline system updates (e.g. streamline communication of vehicle blocking information).	F	
	· Ability to digitize cash at added no-cost/transaction fee to the rider.	F	
	· Ability to implement optional fare capping, whereby riders pay using open payments or E-purse value that are then capped at the monthly pass level.	F	
	· Promotional programs with local or selected vendors for rewards, both for use on transit and conversely for use with vendors.	F	
	· Purchasing and validating multiple fares at the same time on single device for parties of two or more.	P	Section 3.1.5 (Page 13)
	· Provision and expansion of the System to Kanan Shuttle, which currently does not charge fares.	F	
	· Provision and expansion of the System to Transit Partners ADA Paratransit Fleets and implement business rules specific to this mode of travel.	F	
	· Provision and expansion of the System to other regional operators not yet specified and in accordance with business rules which may differ than those between Transit Partners.	F	
<b>3.3</b>	<b>Information Technology Architecture</b>		

	Request for Proposals	Your Proposal	
	Requirement (see corresponding RFP section for full requirement description)	Mark "F" for fully Comply, "P" for Partially Comply or N for "Do Not Comply"	If your proposal does not fully comply, where in your proposal is this explained? (Include Pg#)
	As Specified.	F	
	<i>Specific Commission Requirements are</i>		
	✓ Proposer shall provide and justify their solution architecture.	F	
	✓ Proposer shall meet planned uptime requirements of 99.9%	F	
	✓ Proposer shall provide a System architecture for all technologies, including the Optional Technologies.	F	
	✓ Proposer shall provide a System architecture for all supporting hardware, software, operating systems, databases, redundancies, environments, Disaster Recovery, and Security, etc.	F	
	✓ A backup system shall be available to the Commission in the event of failure of the central server.	F	
	✓ The Commission shall be informed at least thirty (30) days in advance in writing of upgrades that require updated software, hardware, or higher speed Internet connectivity required by the end-users, Commission, Transit Partners, etc.	F	
	✓ The Proposer shall monitor and insure Internet connectivity to the services.	P	We shall monitor Internet connectivity for our platform but cannot monitor or ensure connectivity via Internet services provided by others, e.g. to Transit Partner computers or modems
	✓ The system shall be available 24 hours a day, seven days a week.	F	
	✓ Secure access to the full system functionality shall be available to Commission staff remotely from any computer that meets the Proposer's stated requirements.	F	
	✓ Remote access to the system shall be secure and protected by password or other equivalent-or-improved security measure.	F	
	✓ The Commission's data shall be securely stored by the Proposer and accessible only by authorized individuals.	F	
	✓ The System shall log all user actions.	F	
	✓ The Proposer shall describe anti-fraud actions.	F	
	✓ The Proposer shall continually adhere to industry standards and related compliance protocols typical with e-commerce, such as Payment Card Industry Data Security Standards (PCI DSS) and/or regulations such as California Consumer Privacy Act (CCPA).	F	
	✓ The Commission's data shall be securely backed up on a daily basis, and backups shall be stored in a secure facility remote from the primary Host site.	F	
	✓ The Proposer shall prevent and protect against hacks and data corruption, and the Commission shall be held harmless against data ransom demands.	F	



	Request for Proposals	Your Proposal	
	Requirement (see corresponding RFP section for full requirement description)	Mark "F" for fully Comply, "P" for Partially Comply or N for "Do Not Comply"	If your proposal does not fully comply, where in your proposal is this explained? (Include Pg#)
	✓ The Proposer may not retain data if the Commission requests its destruction, deletion or transfer.	F	
	✓ The Proposer shall relinquish all of the Commission's data to the Commission upon request.	F	
	✓ The Proposer's Hosted site must be protected by current virus protection, internet security, and other security software against catastrophic failure and malicious attacks.	F	
	Proposer-initiated software updates, such as those related to future client project upgrades, should be extended to the Commission to the extent the updates would add benefit to the Project and are supportable within the technical requirements for Project. If the Commission requests new feature sets be added beyond those included in the initial feature set approved by the Commission for Project, the Proposer shall identify whether the requested software enhancements can be accommodated under the normal maintenance agreement or if said changes would require a change order.	F	
	All data collected by the Hosted System shall remain the property of the Commission. Data generated by the Commission or Transit Partners shall be available to the Commission at all times.	P	All data collected for the Transit Partners and its passengers shall be owned by the Transit Partners. Data collected for other clients is owned by those clients and cannot be made available to the Commission or Transit Partners.
	All software maintenance that could impact user access shall be performed outside of the Transit Partners' revenue service hours and updates shall be downloaded in batches to minimize downtime and maximize data transfer rates. The Proposer shall perform scheduled maintenance on its databases, applications and field elements in accordance with an approved maintenance schedule.	F	
3.3.1	Data Backups: As Specified	F	
3.3.2	Disaster Recovery Procedures: As Specified	P	We maintain extensive procedures for disaster recovery and can supply a copy of TouchPass-specific procedures on demand. Those procedures, which apply to all clients and may extend to other systems beyond TouchPass. As such our procedures cannot be made subject to approval by any one client.
3.3.3	Continuity of Services: As Specified	N	TouchPass is operated as a multi-agency platform that services

	Request for Proposals	Your Proposal	
	Requirement (see corresponding RFP section for full requirement description)	Mark "F" for fully Comply, "P" for Partially Comply or N for "Do Not Comply"	If your proposal does not fully comply, where in your proposal is this explained? (Include Pg#)
			clients globally. It is not feasible to transition hosting or operation of our platform to a third party.
<b>3.4</b>	<b>Kick-off Meeting, Project Management, Training and Correspondence</b>		
	Kick-off Meeting: As Specified	F	
	Project Management: As Specified	F	
	Training: As Specified	F	
<b>3.5</b>	<b>Documentation and Installation</b>		
	Documentation: As Specified	P	We will provide high level system architecture drawings and detailed user manuals and specifications. Because TouchPass is offered as a service, we do not provide bill of materials for our equipment or detailed system or equipment diagrams, nor are our system designs or changes to the system design subject to client approval.
	Installation: As Specified	F	
<b>3.6</b>	<b>Testing</b>		
	Test Procedures: As Specified	P	We will provide a detailed test plan conducted as part of an agency-supported soft launch of the platform. While no special equipment, tools or extra personnel will be required, the nature of the soft launch will require participation by Transit Partner personnel, which will be identified in the plan.
	Acceptance Testing: As Specified	P	Section 6.1 (Page 49)
<b>3.7</b>	<b>Desired Project Implementation Schedule</b>		
	As Specified.	F	
<b>3.8</b>	<b>Warranty and Maintenance</b>		

	Request for Proposals	Your Proposal	
	Requirement (see corresponding RFP section for full requirement description)	Mark "F" for fully Comply, "P" for Partially Comply or N for "Do Not Comply"	If your proposal does not fully comply, where in your proposal is this explained? (Include Pg#)
	As Specified	P	Section 3.1.13 (Page 24) Section 6.2.2 (Page 49)
3.8.1	Installation Warranty: As Specified	P	In field upgrade of our proposed hardware is not supported. If an upgrade is made available, additional, one-time fees may be applicable.
3.8.2	Extended Service / Warranty Period: As Specified	F	
3.8.3	Availability and Mean-Time-Between-Failure (MTBF) Targets: As Specified	P	Our proposed solution relies on cellular data network provided by the Transit Partners and/or its suppliers and thus we cannot assume responsibility for the availability of that network.
3.8.4	Chargeable and Non-Chargeable Failures: As Specified	F	

(CONTINUED)

## ATTACHMENT B – TABLE OF COMPLIANCE SIGNATURE PAGE

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR'S AUTHORIZED OFFICIAL

\_\_\_\_\_  
DATE

Cindy Adamos, Contracts Director

NAME AND TITLE OF CONTRACTOR'S AUTHORIZED OFFICIAL

## 4. Firm / Team Overview

### 4.1. Key Personnel

#### Jon Sullivan, Lead Program Manager



Jon is a veteran of the transit industry having served as a planner for the Rogue Valley Transportation District in Medford, OR for over 10 years where he led the implementation of TouchPass and other technologies for the agency.

Jon will provide oversight for the implementations in Ventura County. Jon has served as the program manager or co-program manager for numerous client implementations including those for the Lane Transit District in Eugene, OR with 86 fixed route vehicles and Omaha Metro in Omaha, NE, with over 155 fixed route and paratransit vehicles.

---

#### Arturo Santamaria, Program Manager



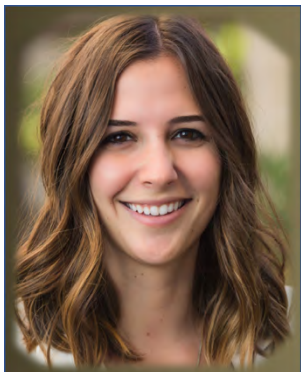
Arturo boasts over 16 years of national and international experience with program and project management for a variety of companies including Qualcomm, Sierra Wireless, and Accenture.

Arturo is bilingual (with fluency in Spanish and English) and will lead a portion of the Transit Partner implementations and will be responsible for guiding staff through the configuration of the TouchPass Platform, overseeing delivery and installation of hardware and providing ongoing

operational and technical support before and after the soft launch of the TouchPass Hosted Services.

---

#### Alexa Young, Program Manager



Alexa is an experienced technical trainer and program manager and has been with Cubic for more than four years.

Partnering with Arturo and Jon, Alexa will lead the implementations for an assigned subset of the Transit Partners, and will provide long term operations and technical support for those agencies.

---

Mobile Ticketing and Advanced Fare Collection System

Detailed resumes for these team members can be found in Appendix C: Resumes

#### 4.1. Team Organization

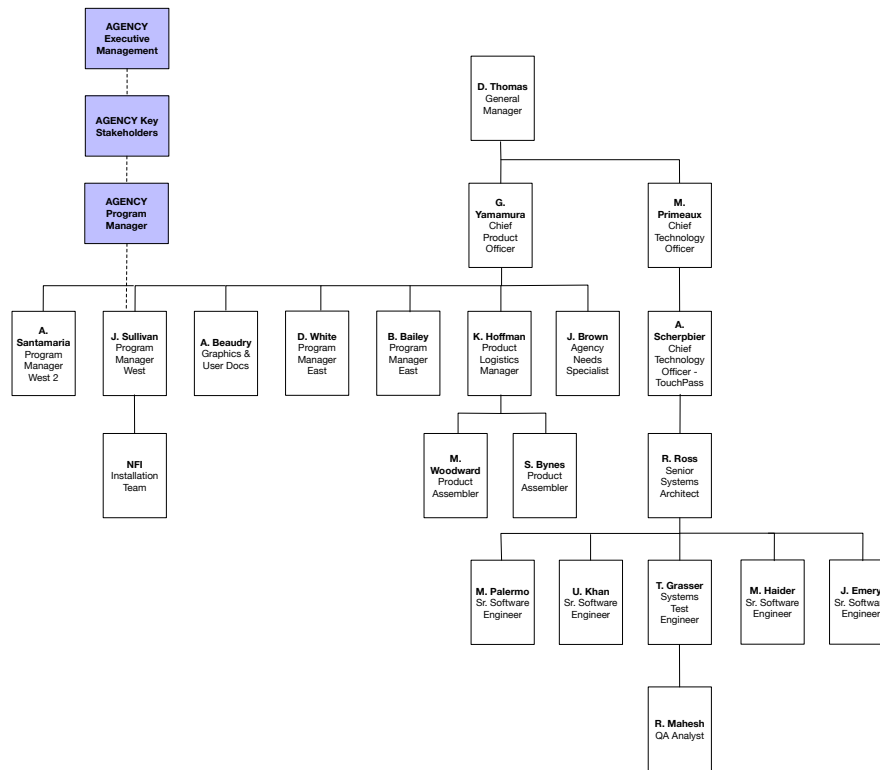
The VCTC project team will, ideally, consist of representatives from each of the key stakeholder groups including operations, marketing, revenue management and finance. Our proposed project manager will guide the VCTC team through the implementation of the TouchPass Hosted Services using a structured approach that has been refined over many past implementations while allowing flexibility to accommodate the unique needs of VCTC, its project team and its passenger base. Because configuration, rather than software development, is used to provide customization for VCTC, the implementation process focuses on guiding the team through the process of selecting and setting various components of the platform and building an understanding of the capabilities of the platform and the use of its features. However, the implementation for VCTC will not end the involvement of our project manager, who will continue to assist VCTC after system launch by monitoring passenger adoption of the TouchPass services, making recommendations on strategies and tactics for improving the experience for passengers and agency staff, and serving as the primary point of contact for technical and operational support, including, for example, facilitating changes to fare policy for the term of the agreement. Also included is the delivery of comprehensive train-the-trainer classes and associated training materials.

Our program and project managers are supported by the full TouchPass team including a Client Success Manager, who will process requests for fare media, a Product Logistics Manager, who coordinates validator repairs, and a Quality Control Coordinator, who is responsible for platform analysis and testing for new platform releases and corrections for software “bugs”.

#### 4.2. Organizational Chart

The organization chart provided below illustrates the simple project team structure that is typically required.

Mobile Ticketing and Advanced Fare Collection System



#### 4.1. Availability of Project Staff

By removing the burden of supporting an extensive software design, development and testing effort as is associated with traditional fare system implementations, we free Transit Partner staff from the need to facilitate cumbersome and time-consuming, multi-phase design reviews and acceptance tests and allow them to focus instead on the tasks required to implement a fare program that leverages the capabilities of the new system. This reduces the role of the TouchPass project manager to that of an expert guide that not only leads the Transit Partners' project teams through the configuration of the TouchPass Platform but also provides consultation, templates and best practices for the transition of existing operations and marketing as the new fare program is introduced. Rather than requiring the full-time commitment of the Transit Partners staff for an 18- to 24-month process, the implementation effort will, most likely, be limited to a few months of part time support . The table below lists our program managers that will work directly with VCTC and the other Transit Partners on the implementation of TouchPass.

Staff Member	Location	Availability
Jon Sullivan	Jacksonville, OR	25%
Artur Santamaria	San Diego, CA	25%
Alexa Young	San Diego, CA	25%

## 5. Implementation Plan / Project Management

### 5.1. Project Management and Staffing

TouchPass is fare collection provided as a subscription service and, as such, does not require the extensive software development associated with other EFC options. Rather, customization to include agency logos and graphics, to support the unique fare policy of the agency, and even to emit approval and declined payment sounds from the TouchPass Reader that have been selected for use by the agency are accommodated through configuration of parameters and uploading of files on the TouchPass Platform. Comparable to other software-as-a-service (“SaaS”) platform services, TouchPass implementation does not involve the design reviews and multiple testing and acceptance phases required by traditional EFC systems and frees agency staff from the usual 18 to 24-month commitment of time to oversee and approve those efforts. This enables the staff to focus on introducing the new service to its passengers and encouraging use, important functions that are supported by a proven implementation support process that will be led by our program managers. This process includes a short series of meetings scheduled to accommodate the availability of key staff members and designed to guide the agency in the planning and implementation of the TouchPass Service. This process is supported by a variety of written materials such as implementation best practices, marketing material templates and an extensive implementation checklist.

### 5.2. Service Implementation

Implementation of the TouchPass Service involves configuration of existing, revenue-proven platform parameters rather than new software development, and thus eliminates many of the tasks, and their associated risks, necessary with traditional fare collection systems provided under design-build contracts. Those tasks, such as multi-phase design reviews and acceptance tests, are made unnecessary, because no software development is required to provide a customized solution for the agency, thereby eliminating the primary causes of schedule delays, increased costs, and unplanned impact on agency staff that typically require a multi-year schedule. Additionally, the design-build approach makes the agency and its passengers the beta testers of new software, inevitably resulting in the discovery of bugs and design flaws that must be addressed with multiple software revisions, each requiring another set of tests.

When the TouchPass Service is implemented, our transit agency clients and their passengers use a software platform that has already been proven in revenue service over a multi-year period by numerous agencies. While there are risks associated with the implementation of any fare collection system, the risks associated with the launch of the TouchPass Service are largely limited to operational errors (e.g. a customer service agent who, in spite of training, has forgotten a procedure), which can be readily identified and addressed early in the implementation.



Mobile Ticketing and Advanced Fare Collection System

### 5.3. Defined Milestones

Because the TouchPass Service is implemented without the need for extensive software development, the project plan focuses instead on equipment installation and preparing the agency, its staff and passenger base for the introduction of an account-based, electronic fare collection system.

Transitioning the agency's facilities, passengers and staff from the current fare products and payment methods to TouchPass should be completed in phases designed and scheduled to minimize disruption while facilitating an orderly migration to the new system and services and allowing sufficient time to accommodate hardware installations. Our proposed schedule accommodates the phased schedule defined in the RFP while allowing time for the Transit Partners to select their initial configurations of the platform. This schedule assumes that roughly half of the configurations will be defined by VCTC staff and/or a small group of Transit Partner representatives that will select parameters that will be applicable for all Transit Partners in order to provide a consistent experience for passengers and staff throughout the region. Once this foundational set of configurations have been defined, each Transit Partner within the County will undergo an abbreviated (e.g. 4-6 week) configuration process specific to their agency and needs.

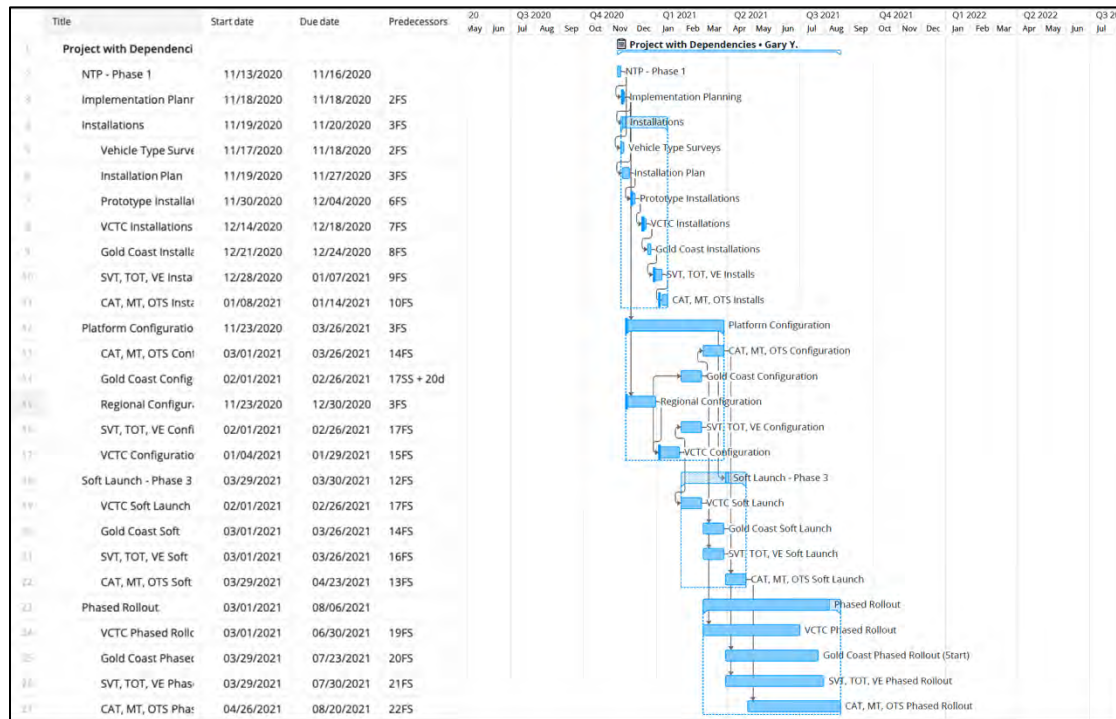
Although the details of the transition will be determined as part of the Implementation Planning process, the key project milestones will include the following shared tasks:

- Notice to Proceed (NTP)
- Implementation Planning
- Installation
- Platform Configuration
- Soft Launch
- Phased Rollout

### 5.4. Program Gantt Chart

Following is a high level Gantt Chart showing dependencies between the key events listed above and the proposed implementation schedule for the County.

Mobile Ticketing and Advanced Fare Collection System



5.5. Subcontractor

We intend to utilize [REDACTED]. For installation of fare validation equipment.

Company: [REDACTED]

Address: [REDACTED]

Contact: [REDACTED]

Phone: [REDACTED]

Function: Installation Services

5.5.1. Sub-Consultant Experience

[REDACTED] has installed a wide of equipment types for various clients including [REDACTED]

[REDACTED]. It also recently worked with Cubic/Delerrok on installations for three transit agencies in North Carolina: [REDACTED]

## 6. Quality Assurance Plan

### 6.1. Testing/Acceptance

In lieu of a traditional system acceptance testing, our project plan assumes that each Transit Partner will conduct, with our support, a soft launch of the platform in full revenue service and with a limited number of passengers. We have successfully used this approach with all of our active clients to date, each providing an opportunity for our clients to validate the configurations selected for use in their implementation and, most importantly, to verify that agency staff are prepared to support a phased rollout to all passengers. This approach, typically four to six weeks in duration, enables the agency to modify configurations, conduct additional training and to improve passenger and staff-facing communications and materials. Because the same platform is used by all clients and their passengers, approval at the conclusion of this event is for configurations and not for system or software designs.

### 6.2. Warranty, Maintenance, Support, and Upgrades

#### 6.2.1. Reader Warranty

The TouchPass Readers include a one-year warranty which can be extended to up to 10 years by exercising the Warranty Extension Options described in the price proposal. All other equipment included in this proposal are commercial, off-the-shelf devices for which warranty is provided by the manufacturer and may not be extended. See additional information in our Pricing Proposal.

#### 6.2.2. Reader Maintenance and Repair

The TouchPass Reader has been designed to require a minimum of maintenance. In fact, the only required maintenance is daily cleaning of the front surface with a clean, damp cloth. In the event that a Reader is not operating properly, an agency maintenance person need only complete a quick, simple troubleshooting procedure that does not require special tools. If, after completion of this procedure the problem is not resolved, the Reader can be replaced in as little as five minutes using a standard hex screwdriver and any networked computer. During the warranty period, the non-functioning Reader is then returned to Cubic for evaluation and repair or replacement.

Given the minimal effort required for maintenance, we do not charge directly for maintenance and have not included pricing for maintenance in our price proposal.

#### 6.2.3. System Maintenance and Support

Support for the TouchPass Hosted Services includes fare policy and other system-administrator restricted platform configuration changes for the duration of the Agreement as well as second and third tier technical support for agency staff, Monday to Friday, 8 am to 8 pm Pacific Time (excluding North American holidays). Additionally, we provide a virtual service desk that enables authorized personnel to access our online manuals and knowledge base and to

submit a support ticket 24 x 7, including holidays and weekends, except for scheduled maintenance time windows.

### 6.3. Quality Control

As described above, the implementation of TouchPass will be guided by the program managers assigned to VCTC. Comparable to other software-as-a-service (“SaaS”) platform services, TouchPass implementation does not involve the design reviews and multiple testing and acceptance phases required by traditional EFC systems and frees agency staff from the usual 18 to 24-month commitment of time to oversee and approve those efforts. This process includes a long series of information exchanges facilitated through two to three onsite meetings as well as web conferences, emails and phone discussions scheduled to accommodate the availability of key VCTC staff members and designed to guide the agency in the planning and implementation of the TouchPass Service. This process is supported by a variety of written materials such as implementation best practices, marketing material templates and an extensive implementation checklist.

Our quality assurance practices are based on the “lean management” concept of “kaizen”, a Japanese word for the discipline that motivates all company employees to continuously seek opportunities for incremental improvement in every activity of the company. These improvements can include everything from an overhaul of current practices to small adjustments, such as a switch to better packaging, the introduction of a new adhesive or the implementation of new test procedures.

We apply our quality assurance/quality control (QA/QC) process to all hardware and software development. Software evaluation is managed by a dedicated QA/QC Coordinator who is responsible for the execution of all platform testing and for the continuous review and improvement of the test plan. He ensures that new hardware, firmware and application software work as an integrated package and that all software “bugs” are documented and tracked from identification to resolution. Other employees are responsible for TouchPass Reader assembly and the Reader Return Authorization process, the latter of which includes analysis and repair of returned Readers as well as tracking of all assembly and repair activities.

The true “platform” approach of TouchPass vastly reduces the need for new software development. However, in the event a software defect (“bug”) is identified, our standard practice requires that it be documented in Jira, a software tool designed for tracking software development efforts. After confirming the potential impact of the bug and assessing severity and priority, the bug is assigned to a developer and then to either a scheduled release or, if needed, an immediate software “patch”. The developer records their analysis of the issue, a description of the changes to software to resolve the issue, and reassigns the task to QA/QC for validation. The QA/QC team will test the solution and, after confirming that it fully addresses the bug, will mark the task as complete, enabling any urgent fixes to be promoted to the production platform or, for non-urgent issues, for the fix to be included in the next, scheduled release.

## 7. Training

### 7.1. Training

TouchPass program managers are experts in all aspects of TouchPass Platform configuration and operations and are responsible for conducting training of agency staff on the use of the Platform. While all features have been designed to provide a simple, intuitive user interface, we conduct train-the-trainer sessions and provide quick reference sheets and detailed training and user manuals to ensure that all members of the agency's front office, back office, bus operator and maintenance training team have a working knowledge of the functions that are relevant to their job function and responsibilities and have the tools to provide training to all other members of the operations staff. Our typical training program is divided into five distinct sessions that target specific user groups and include all necessary training materials. All sessions include an overview of the TouchPass Service, customized with the implementation schedule, program objectives and other important, agency-specific considerations. We typically recommend that this training be scheduled no more than two weeks prior to the start of soft launch in order to promote maximum retention of the information that will then be applied almost immediately during the soft launch period.

#### *Program Administrators*

This 3-hour session provides comprehensive training on reports, automated services, and all online functions enabled through the Administrative Console and Merchant Portal and an overview of the capabilities of the Merchant and Passenger Portals. It also includes information on Administrative User setup and management, Reader management, fare policy changes, creation of special fare programs and other functions typically reserved for the Agency's program manager and other senior staff members.

#### *Back Office Staff*

This 1-hour session provides training on reports, automated services, and many of the other online functions enabled through the Administrative Console and Merchant Portal and an overview of the capabilities of the Merchant and Passenger Portals and the TouchPass Mobile App.

#### *Front Office/Customer Service Personnel*

This 90-minute session provides instruction on the use of the Merchant Portal and selected functions of the Administrative Console required for customer service.

#### *Maintenance Team*

This 30-minute session includes a review of the capabilities of the TouchPass Reader and provides instruction on Reader maintenance, troubleshooting, and replacement.

#### *Bus Operators*

This 15- to 30-minute session reviews the capabilities of the TouchPass Reader.

Mobile Ticketing and Advanced Fare Collection System

## 7.2. Documentation

Included with implementation are soft copies of the following manuals, each containing detailed, step-by-step instructions for using all features of the TouchPass Platform and updated following each Platform Release.

- TouchPass Administrative Console Users' Manual
- TouchPass Merchant Portal Users' Manual
- TouchPass Passenger Portal Users' Manual
- TouchPass Mobile App Users' Manual

In addition to the above, we will provide copies of a wide variety of quick reference sheets and templates for use with staff and, where applicable, passengers during the initial transition to the new TouchPass-enabled fare program.

## 8. Commission / Transit Partner Actions under the Project

### 8.1. Expectations of VCTC and Partnering Agencies

The schedule for implementation of the TouchPass Hosted Services does not include the traditional “warranty” period, after which operation of the system and equipment maintenance and repair responsibilities transfer from the supplier to the agency. Instead, the TouchPass program manager will assist agency staff in preparing for the implementation of the new fare program over a relatively short (3-4 month) period and then provides ongoing support to the agency for the life of the service agreement. The agency’s responsibilities are limited to the facilitation of the implementation and, following its completion, to a simple set of going duties that enable ongoing use of the Services for staff, passengers and authorized reseller organizations. Agency responsibilities include:

- Actively support the configuration process by attending ad hoc meetings, where required, and facilitating efficient and timely decision-making on configuration options in order to maintain a comfortable but quick pace, as required by the schedule outlined in the RF.
- Attend the train-the-trainer sessions provided by Cubic, and then train Agency staff, including bus operators, in use of the TouchPass Hosted Services.
- Procure Cards. Purchase TouchPass Cards from Cubic (uniformly printed with “TouchPass” graphics) or from third-party vendors as described in Appendix A System Specifications.
- Perform card and other fare media distribution.
- Perform fare product sales through physical sales locations (e.g. Agency ticket window).
- Provide general customer service for the TouchPass Hosted Services including pass redemption, refunds, and instruction on use and troubleshooting common problems. Issues related to the TouchPass Hosted Services Requirements that cannot be reasonably resolved by agency shall remain Cubic’s responsibility.
- Provide basic maintenance such as daily cleaning of Readers and protection of Readers from damage and temperatures above or below Reader tolerances specifications.
- Permit Cubic and its agents reasonable access to agency buses and to the premises in which agency conducts its business and furnish to Cubic other information as we may reasonably request.
- Return malfunctioning readers for repair/replacement.
- Encourage and promote use of the TouchPass Hosted Services through rider alerts, social media and demonstration events. Agency will consider ways to incentivize the transition from cash to TouchPass Hosted Services use.
- Establish and implement a phased rollout schedule for introduction of Fare Products and Fare Media, to be supplied by agency.
- Make a good faith effort to transition Agency paper and/or magnetic stripe pass/smart card products to TouchPass Hosted Products using the TouchPass Hosted Service within one year from commencement of the Agreement.



Mobile Ticketing and Advanced Fare Collection System

- Operate and maintain the GMV Syncromatics AVL system and enable it to provide bus route assignment and other related data (e.g. trip, run) information to the TouchPass Hosted Services.

## 9. Experience

### 9.1. Firm Overview

Headquartered in San Diego, California; Cubic Transportation Systems, Inc. (“Cubic”), a publicly traded, California corporation and subsidiary of Cubic Corporation, has produced innovative fare technologies for nearly 50 years. Now a global technology and service company, Cubic operates with a local-focus, employing more than 2,300 dedicated people across North America and international offices in Australia, India, the United Kingdom, and Germany.

Delerrok is a wholly-owned subsidiary of Cubic Transportation Systems, Inc., the leading provider of electronic fare collection systems in North America, the United Kingdom and Australia and the systems integrator to many of the largest transit agencies in the world including those in Los Angeles, San Francisco, Vancouver (British Columbia), New York, Boston, London, Miami, Washington DC and Chicago.

### 9.2. Project Experience

Since the introduction of TouchPass in 2016, the industry response has been overwhelming. Over two dozen agencies have selected it as their next generation fare system and 15 of those have completed implementation and are in revenue service today. Scores more are engaged in various stages of procurement and implementation of our account-based, “Fare Collection-as-a-Service” solution. Following is the contact information and implementation summaries for three agencies that have launched TouchPass in revenue service:

#### 9.2.1. Victor Valley Transit Authority

The Victor Valley Transit Authority (VVTa) operates a 51-bus, fixed route service in, between and around the cities of Hesperia and Barstow, CA. TouchPass is replacing an existing fare system that used flash passes as its primary fare medium, other than cash. VVTa’s fare structure includes different fares and pass products on five distinct route types. TouchPass was integrated with the Syncromatics CAD/AVL system to automate bus operator login and route assignments, facilitating automatic calculation of fares for passengers using stored value. VVTa was the operator of vehicles for its sister agency, Barstow Area Transit (BAT), but merged and now operates exclusively as VVTa.



#### 9.2.2. Lane Transit District

The Lane Transit District (LTD) operates a fixed route service of 86 buses in Eugene, OR. TouchPass is replacing an existing fare system that uses paper and magnetic tickets, passes and ID cards serving students and faculty of



Mobile Ticketing and Advanced Fare Collection System

the University of Oregon, numerous local employers and primary and secondary school districts as well as commuters throughout its service area.

LTD is continuing its phased rollout after launching the TouchPass Hosted Service with passengers using only the TouchPass Mobile App. It is the first agency to offer all-door boarding using TouchPass Readers on its articulated vehicles.

9.2.3. **DiriGo Region**

The DiriGo Region is a cooperation of three transit agencies which provide fixed route services with a cumulative total of 65 vehicles in southern Maine. The region includes Greater Portland Transit District, South Portland Transit Service and Biddeford, Saco, Old Orchard Beach Transit.



These agencies are implementing a major restructuring of their fare policies in order to introduce day and monthly fare capping in lieu of the paper passes that were previously distributed. The new fare structure will offer three different tiers of service, each supported by a unique fare cap, which varies in amount based on three different fare types (passenger groups).

Due to issues relating to the coronavirus pandemic, the region delayed its phased rollout and has tentatively rescheduled it for Fall 2020.

9.3. Last Three Deployments

9.3.1. **DiriGo Region**

Reference: [REDACTED]  
Title: Chief Transportation Officer  
Address: 114 Valley Street  
Portland, ME 04102  
Telephone: [REDACTED]  
Email: [gfenton@gpmetro.org](mailto:gfenton@gpmetro.org)  
No. Buses: 75  
Launch: February 2020

9.3.2. **Greensboro Transit Agency**

Reference: [REDACTED]  
Title: Public Transportation Manager  
Address: 223 W. Meadowview Rd  
Greensboro, NC 27406  
Telephone: [REDACTED]  
Email: [REDACTED]  
No. Buses: 117  
Launch: March 2020

Mobile Ticketing and Advanced Fare Collection System

9.3.3. Lane Transit District

Reference: [REDACTED]  
Title: Operations Manager  
Address: 1080 Willamette Street  
Eugene OR 97401  
Telephone: [REDACTED]  
Email: [REDACTED]  
No. Buses: 85  
Launch: August 2019

## 10. Financial Statement

### 10.1. Financial Capacity

Cubic is a financially responsible bidder based on financial submissions and other factors relevant to legal responsibility. Cubic certifies that it has adequate financial resources to perform the Contract and the company meets all financial responsibility qualifications. Cubic is a publicly-traded corporation (NYSE:CUB) following a standard corporate governance structure, and is comprised of a board of directors, corporate officers, and presidents for each division. Cubic does not have any pending bankruptcy, litigation or other changes in financial condition that would impede its ability to complete the project. To find financial statements and annual reports, please visit [www.cubic.com/investorrelations](http://www.cubic.com/investorrelations).

The requested information is below:

Legal Name	Cubic Transportation Systems, Inc.
Address	5650 Kearny Mesa Rd. San Diego, CA 92111
Legal Form of Company	Corporation
Delerrok Parent Company	Cubic Transportation Systems, Inc.
Tax Identification Number	952773786
Data Universal Numbering System Number	064474778
Central Contractor Registration Number (SAM Registration Cage Code)	3XNX0
Address(es) of offices that will work on this project	5650 Kearny Mesa Rd. San Diego, CA 92111
DBE Certified	No
Proposal Contact	[REDACTED]
Contact Title	General Manager
Contact Address	5650 Kearny Mesa Rd. San Diego, CA 92111
Contact Email Address	[REDACTED]
Contact Telephone	[REDACTED]
Bankruptcy filing in the last 10 years	No

Mobile Ticketing and Advanced Fare Collection System

10.2. Certification of Good Standing

**State of California**  
**Secretary of State**

CERTIFICATE OF STATUS

ENTITY NAME:

CUBIC TRANSPORTATION SYSTEMS, INC.

FILE NUMBER: C0650945  
FORMATION DATE: 05/05/1972  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of June 08, 2020.

A handwritten signature in black ink, appearing to read 'Alex Padilla'.

ALEX PADILLA  
Secretary of State

Mobile Ticketing and Advanced Fare Collection System

10.3.Subcontractor Letter of Commitment



## 11. Appendices

Mobile Ticketing and Advanced Fare Collection System

11.1. Appendix A: System Specifications

Handheld Device Requirements

Operating System:	Android 8.0 (Oreo) ) or later Upgradeable to latest version of Android OS
Network:	Certified by at least one major cellular network (AT&T, Verizon, Sprint, T-Mobile) LTE with backward compatibility for 3G Wi-Fi 802.11 a/b/g/n/ac
Body:	Ruggedized for industrial use
Processor:	Quad Core, 1.7 GHz or better
Camera:	8 MP or better with autofocus. Camera must be positioned on back of device and be fully accessible by native applications
Bluetooth	4.0 or better
GPS	
Battery:	Minimum 15 h of active use

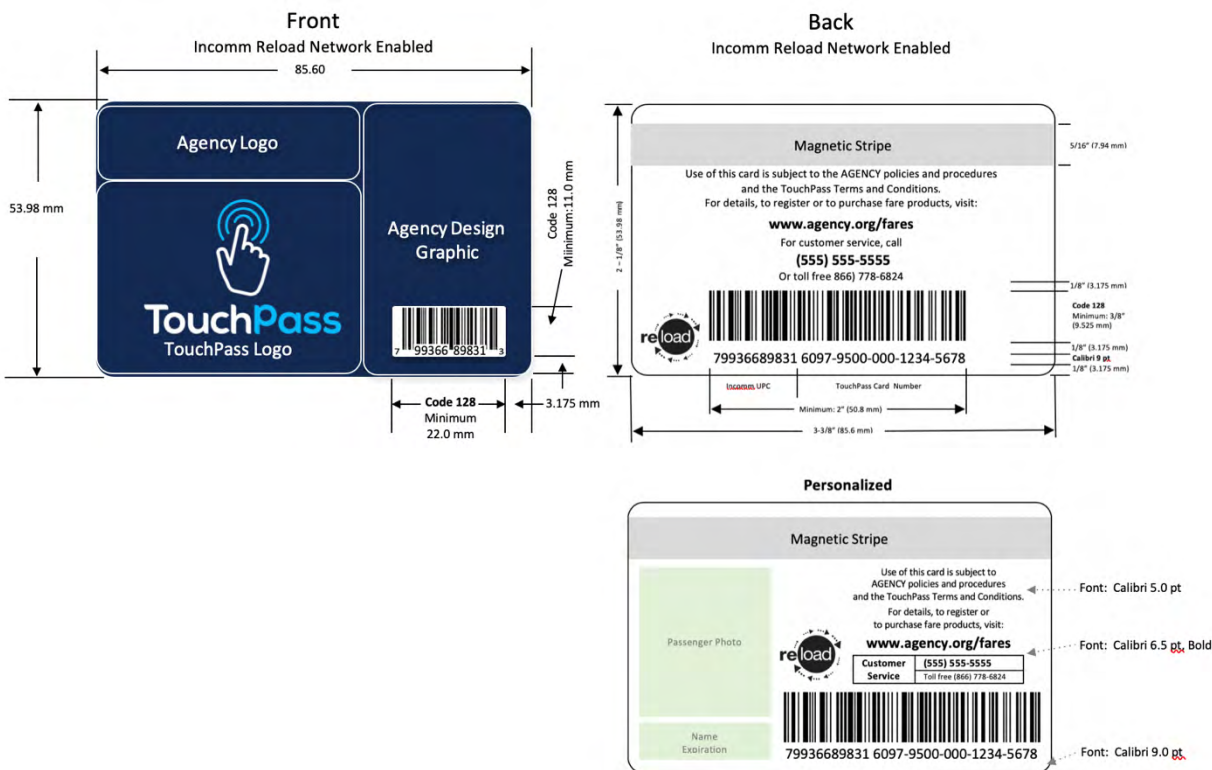


## TouchPass Card Specifications

### Requirements

1. Clean and free of burrs and sharp edges
2. Compliant with ISO/IEC 14443 parts 1-3 and ISO/IEC 18092
3. Dimensions compliant with ISO/IEC 7810 and ISO/IEC 7813
4. Encoded by Cubic for use in the TouchPass System
5. Chip type: MIFARE® DESFire EV2 2K or other, compatible chip type approved by Cubic
6. Chip permanent unique identifier (UID), confirmed by Cubic as unique within the TouchPass system
7. Card numbers: Unique card number (16 digits or longer), provided by Cubic (e.g., in Excel file), printed on card in dimensions and format shown below
8. Bar code: Card number; printed within the dimensions shown below using the Code 128 bar code format
9. Cross-reference Table: Linking UID and printed card number
10. Front of Card
  - a. 4-color graphics extending to all four edges
  - b. TouchPass logo: within area shown below
  - c. Agency-approved logo (Agency Logo) and design graphic (Agency Design Graphic): may be printed within the areas shown below; final printer-ready graphic file(s) prepared and approved by Cubic
11. Back of Card: Black, static text as shown below with card number and corresponding bar code

Note: All measurements in millimeters. Text shown on back of card not to scale.





## TouchPass Reader Specifications

Display	<ul style="list-style-type: none"><li>▪ Full color, 5" IPS LCD</li><li>▪ Scratch and shatter resistant</li><li>▪ 800 × 480 resolution</li></ul>
Processor and RAM	<ul style="list-style-type: none"><li>▪ Quad core, 64-bit ARM V8, 1.2 GHz processor</li><li>▪ 1 GB RAM</li></ul>
Storage	<ul style="list-style-type: none"><li>▪ 16 GB</li></ul>
Media Interfaces	<ul style="list-style-type: none"><li>▪ Contactless reader<ul style="list-style-type: none"><li>○ ISO/IEC 14443, Types A &amp; B compliant</li><li>○ NFC reader (ISO/IEC 18092, 21481) compliant</li><li>○ Integrated RF antenna</li></ul></li><li>▪ 2D barcode reader</li></ul>
User Interfaces	<ul style="list-style-type: none"><li>▪ LED status lights</li><li>▪ Configurable audio output</li></ul>
Communications Interface	<ul style="list-style-type: none"><li>▪ Ethernet 10/100 Mbit</li></ul>
Case	<ul style="list-style-type: none"><li>▪ Shatter, tamper and water resistant</li></ul>
Tolerances	<ul style="list-style-type: none"><li>▪ Storage temperature: -40°C to 70°C</li><li>▪ Operating temperature: 0°C to 40°C</li><li>▪ Relative humidity: 95% @ 30°C</li><li>▪ Shock and vibration resistant</li><li>▪ Compliant with MIL-STD 810G</li></ul>
Operating System	<ul style="list-style-type: none"><li>▪ Linux OS kernel version 4.9.35</li></ul>
Power Supply	<ul style="list-style-type: none"><li>▪ Source= 12/24-volt bus battery using unswitched power or with UPS backup with a 1-amp inline fuse</li><li>▪ Circuit protection against voltage spikes</li></ul>
Mounting Holes	<ul style="list-style-type: none"><li>▪ Mounting holes for installation with commercial-off-the-shelf brackets on interior pole, dashboard, floor or wall</li></ul>

Note: Cubic may freely modify TouchPass Reader materials, software or components to provide equal or superior performance to that indicated above.

Mobile Ticketing and Advanced Fare Collection System

Cellular Modem

- Certified for use in at least one major US cellular network
- Supports 3G and LTE cellular communications
- Standalone GPS receiver capable of streaming NMEA GPS data over TCP
- Provides direct access to the open internet
- 802.11b/g/n WIFI
- Coupled with a monthly data plan with minimum available capacity of 100 MB
- Has at least one available Ethernet port
- Provides an API to access
  - ✓ Modem IMEI and status
  - ✓ Communications network type (e.g. 3G, 4G) and status

Antenna

- Compatible with the cellular modem
- Designed for rooftop installation
- Supports 3G and LTE cellular communications for at least one major US cellular network
- 802.11b/g/n WIFI
- Supports GPS communications



## Bluetooth NFC Reader Specifications

Product Name	Advanced Card Systems ACR1311U-N2 NFC Bluetooth® NFC Reader
Product Number	▪ ACR1311U-N2
Dimensions	▪ 60.0mm (L) x 47.98mm (W) x 12mm (H)
Compliance / Certifications	▪ EN60950/IEC 60950 ▪ ISO/IEC 18092 ▪ ISO/IEC 14443 ▪ CE ▪ FCC ▪ PC/SC ▪ CCID ▪ RoHS 2 ▪ REACH ▪ Microsoft® WHQL
Interface	▪ Bluetooth Smart ▪ USB Full Speed
Supply Current	▪ Max. 50 mA
Power Source	▪ Lithium-ion battery (rechargeable through USB)
Smart Card Interface Support	▪ ISO/IEC 14443 Types A & B ▪ MiFare® ▪ FeliCa ▪ ISO/IEC 18092 tags (4 types)
Operating System Support	▪ Windows ▪ Linux ▪ Mac OS x 10.7 and above ▪ Android 4.3 and above ▪ iOS 5.0 and above

Mobile Ticketing and Advanced Fare Collection System

11.2. Appendix B: Dun & Bradstreet Report



CUBIC TRANSPORTATION SYSTEMS, INC. - Full Company View

Saved by Stephen Mattson | 08-20-2020

## Summary

Order Reference: stephen.mattson@cubic.com | Report as of: 08-20-2020 | using Currency as USD

### CUBIC TRANSPORTATION SYSTEMS, INC.

Tradestyle(s): (SUBSIDIARY OF CUBIC CORPORATION, SAN  
DIEGO, CA) +1

**ACTIVE**

**HEADQUARTERS**

**Address:** 5650 Kearny Mesa Rd, San Diego, CA,  
92111, UNITED STATES

**Phone:** (858) 268-3100

**D-U-N-S:** 06-447-4778

**In Portfolio:** Yes

**Tags:** COVID Limited Margin Companies

**Alerts:** No alerts

#### Failure Score

**5**

(No change since last month)

#### Delinquency Score

**75**

25 (in the last month)

#### Age of Business

**70 years**

1950 Year Started

#### Employees

**1,011**

550 (here)

#### Recent Alerts

There are no alerts to display.

#### Company Profile

##### D-U-N-S

06-447-4778

##### Legal Form

Corporation (US)

##### History Record

Clear

##### Date Incorporated

##### Mailing Address

PO Box 85587  
San Diego, CA 92186  
United States

##### Telephone

(858) 268-3100

##### Website

##### Employees

1,011 (550 here)

##### Age (Year Started)

70 years (1950)

##### Named Principal

Stephen D. Shewmaker, CEO

##### Line of Business



Mobile Ticketing and Advanced Fare Collection System

05-04-1972	<a href="http://www.cubic.com/cts/">www.cubic.com/cts/</a>	Mfg measuring/controlling devices
<b>State of Incorporation</b> California	<b>Present Control Succeeded</b> 1950	
<b>Ownership</b> Not publicly traded		

#### Risk Assessment

##### Overall Business Risk



##### Maximum Credit Recommendation

US\$ 1,750,000

##### Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **STABILITY CONCERNS**
- Based on the predicted risk of business discontinuation: **MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-FINANCIAL-STRESS**
- Based on the predicted risk of severely delinquent payments: **LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

The recommended limit is based on a moderately low probability of severe delinquency.

##### D&B Viability Rating

###### Portfolio Comparison Score



Company's risk level is: **LOW**

Probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: **4.00 %**

##### Failure Score Formerly Financial Stress Score



Company's risk level is: **MODERATE-HIGH**

Probability of failure over the next 12 months: **1.34 %**

###### Past 12 Months



##### Delinquency Score Formerly Commercial Credit Score



Company's risk level is: **LOW-MODERATE**

Probability of delinquency over the next 12 months: **3.21 %**

###### Past 12 Months



Mobile Ticketing and Advanced Fare Collection System

11.3. Appendix C: Resumes

Mobile Ticketing and Advanced Fare Collection System



**Jon Sullivan**  
Jacksonville, OR



## Program Manager

Experience in solving complex issues where analysis of data requires an in-depth evaluation of variable factors. Ability to use own judgment within defined procedures to determine appropriate action. Excellent technical abilities, with experience in many types of databases, graphic design software, accounting systems, GIS, and networking systems.

## EDUCATION

- University of Missouri, Columbia  
Bachelor of Science, Forestry with Industrial Emphasis

## PROFESSIONAL EXPERIENCE

### PROGRAM MANAGER

2019 to Present

**Cubic Transportation Systems, Inc.**

Remote

Liaison to various transit agency clients.

Primary responsibilities include:

- Oversee all aspects of TouchPass Service planning and implementation
- Configure TouchPass Platform for client implementation
- Provide technical training and second tier technical support
- Coordinate TouchPass Card and other product ordering and deliver
- Assist clients with development and implementation of passenger adoption strategies

### ASSOCIATE PLANNER

2008 to 2019

**Rogue Valley Transportation District**

Medford, OR

Assist with planning, design, and operation of a mid-sized, public transit system. RVTB operates 23 fixed route vehicles serving 7 cities with 8 routes. The planning department works with local jurisdictions, consultants, and the general public to create a transit system that meets the wide-ranging needs of the community.

Significant experience includes:

- Assist senior planner with long and short range transit planning, including: route planning, bus stop design, corridor studies, BRT planning, and transit technology planning
- Develop and operate transit modeling tools (TBEST, Remix, etc.). These tools are used to measure quantitative benefits of various transit service scenarios.
- Develop methods for collecting, analyzing, and displaying data. Examples include: stop level ridership reports, passenger surveys, route/bus capacity reports, transit market analysis, accessibility analysis, and route schedule adherence reports.
- Design maps and schematics for website and printed publications.
- Assist in ITS project development. Oversee both contracting and engineering processes. Purchase equipment, inform staff, and communicate with consultants/vendors.
- Launched the OnBusAway mobile application which displays real-time bus arrivals for passengers waiting at bus stops.

Mobile Ticketing and Advanced Fare Collection System

**DIRECTOR OF AQUISITIONS**

2006-

2007

**National Land Partners, LLC**

Williamstown, MA

Develop, evaluate, and recommend new prospects and research leads for marketable land parcels in assigned territory for a major national land development company. Assist management throughout every phase of the project to completion.

Primary responsibilities included:

- Communicate with Army Corps of Engineers, County Commissioners, and Utility Companies to determine zoning restrictions for boat docks, accessibility and location of access roads and utilities.
- Research mineral rights, study aerial maps, check for liens, and compare owner property lines with plat book in development of acquisition plan.
- Create investment package, Schedule A, containing all relevant data.
- Assist with feasibility study including Environmental Site Assessment, Title Commitment, cost Analysis, and Boundary Survey.

**FORESTER**

2004-2006

**Travis Lumber Company, Inc.**

Mansfield, AR

Consistently purchased raw materials for the manufacture of lumber.

Primary responsibilities included:

- Used aerial photography, GPS, and other sources to identify and locate pine timber.
- Cruised timber, evaluated timber quality, performed analysis and recorded data.
- Located and communicated with landowners verbally and in writing.
- Created and presented land use proposals to landowners.
- Remained abreast of hardwood and pine timber market fluctuations, and competition, and estimated value of land versus cost of logging.
- Supervised loggers
- Worked in mill, took inventory, entered data in data base which was used to calculate efficiency of company.
- Used process of recording 'cruise' data using Excel program; other foresters adopted this process to replace recording data by hand.

**PLANNING INTERN**

2007-2008

**RARE - Americorps**

Medford, OR

Worked in conjunction with Americorps and the University of Oregon. RARE participants provide service to communities in need of graduate level planners.

**RESEARCH ASSISTANT**

Summer 2003

**United States Forest Service**

Northeast Research Unit

Assisted researchers in operations. Utilized GPS coordinates to locate plots; collected data on thousands of trees and entered in Excel data base for future analysis. Wrote reports on the progress of the project.

**RESEARCH ASSISTANT**

Summer 2002

**Oregon State University**

Medford, OR

Assisted researchers in project, gathered data and maintained data base, wrote and updated reports.

Mobile Ticketing and Advanced Fare Collection System



## Arturo Santa Maria

San Diego, CA  
[REDACTED]



### Program Manager

Product and Program Management, Business Development, Sales and Account Management professional with over 16 years of experience in national and international consumer and technology solutions products. Excellent interpersonal skills in communicating key data and information to customers, stake holders, team members, and suppliers. Strength include solid communication, problem-solving, and adapting to change.

### PROFESSIONAL EXPERIENCE

**Program Manager** 2020 to Present  
**Cubic / Delerrok** Remote

Liaison to various transit agency clients.

Primary responsibilities include:

- Oversee all aspects of TouchPass Service planning and implementation
- Configure TouchPass Platform for client implementation
- Provide technical training and second tier technical support
- Coordinate TouchPass Card and other product ordering and deliver
- Assist clients with development and implementation of passenger adoption strategies

**Product/Program Manager** 2016 to 2020  
**IntBTS & IntQD** San Diego, CA

Managing all strategic and operational Product, Sales, Marketing and Customer Relationships activities throughout the USA and Latin America regions.

Significant experience includes:

- Created and developed the product definition document for “Clebber Connected Car Solution” along with the program management, sales, distribution channels and service plan.
- Gather market research and size, technical trends, competition, and networking and customer feedback to create the product and feature definition of “Clebber” in conjunction of a feature roadmap.
- Responsible for selecting the best options of HW devices and vendors based on the product definition document established by the company, market trends and customers.
- Lead and manage all facets of the product and customer relationships, including contracts, hardware industrial selection, negotiations, software features, pricing, sales plans, go-to-market strategies, statement of work, product support, market definition,

Mobile Ticketing and Advanced Fare Collection System

regulatory/certification requirements, Product and QA support, billing, packaging, and logistics.

- Established and built long term relationships with strategic enterprise and corporate business partners like Qualcomm, Sierra Wireless, Accenture, Calamp, Carbajal Group, Konnect One, GoSunn, Neoway among other ones at multiple levels.

**Senior Technical Account Manager**

2003 to 2016

**IntBTS & IntQD**

San Diego, CA

Managing all strategic and operational Product, Sales, Marketing and Customer Relationships activities throughout the USA and Latin America regions.

Significant experience includes:

- Managed 20+ customers' test cycles simultaneously with no delays on schedules and technical acceptances; supporting the overall sales of the company and reducing labor costs by process improving.
- Collaborated with cross-functional teams to launch of 20+ enterprise-software applications on internal products, resulting sales increased by \$6M.
- Gathered and negotiated customers' technical requirements with all project's stakeholders, ensuring their correct implementation in more than 30 hardware and software products, incrementing customer satisfaction and achieving 100% of products accepted for launch.
- Directed the design and development of international field-test cases with third party-test agencies, saving \$110K a year in labor costs.
- Proposed and managed international test agencies and cost associated with their services, which resulted in saving company labor costs of \$200K annually.
- Prepared and coordinated new Friend User Trial (FUT) programs, which reduced customers' test cycles by two weeks and increased the quality of the products.

Mobile Ticketing and Advanced Fare Collection System



## Alexa Young

San Diego, CA  
[REDACTED]



### Program Manager

Product and Program Management, Business Development, Sales and Account Management professional with over 16 years of experience in national and international consumer and technology solutions products. Excellent interpersonal skills in communicating key data and information to customers, stake holders, team members, and suppliers. Strength include solid communication, problem-solving, and adapting to change.

### EDUCATION

Industrial/Organizational  
Psychology

- San Diego State University, Bachelor of Art
- Major: Psychology
- Minor: Business Management

### PROFESSIONAL EXPERIENCE

#### CUBIC CORPORATION

2 016 - Present

#### Program Manager

Liaison to various transit agency clients.

Primary responsibilities include:

- Oversee all aspects of TouchPass Service planning and implementation
- Configure TouchPass Platform for client implementation
- Provide technical training and second tier technical support
- Coordinate TouchPass Card and other product ordering and deliver
- Assist clients with development and implementation of passenger adoption strategies

#### Lead Learning & Development Specialist Senior Learning & Development Advisor

Organizational Development Advisor Learning & Development Advisor

- Senior member of the learning and development center of excellence who develops, implements and manages learning programs. Leads a global team of learning professionals to implement and track training for a global audience of over 7,000 employees.
- Lead all talent management initiatives including annual performance reviews, mid-year reviews, goal setting, executive and leadership succession planning, and talent reviews to assist in workforce planning.
- Develops learning content across various mediums, including on demand, instructor led and microlearning for leadership development, global onboarding, employee development, talent management and government compliance. Collaborates with subject matter experts to ensure content quality and successful implementation.
- Influences Cubic's Culture by improving the employee experience. Efforts include cross-functional and regional collaboration to understand, define and improve culture and microculture variations. Serves as program manager overseeing timelines, deliverables and vendor contracts.
- Implemented Workday Learning and Talent, including configuration, reporting, employee training and standard operating procedures. Oversees continuous process improvement. Implementations resulted in paperless talent processes and an 80% increase in learning course



Mobile Ticketing and Advanced Fare Collection System

engagement.

- Implemented and continues to optimize organization-wide mentoring programs including specialty programs for new hires and high-potential employees to include matching, training, and ongoing recruitment.
- Managed a team of six research assistants.
- Restructured a psychology course to increase learning effectiveness and aided students in written communication skills by evaluating papers.
- Executed a training needs analysis by utilizing engagement survey data, facilitating focus groups and performing leadership interviews. Facilitated in-person and web-based trainings to groups of 20+ employees.

**RADY CHILDREN'S HOSPITAL**

**2015**

*Instructional Designer*

Member of the Learning and Development team responsible for creating content to increase employee and patient satisfaction.

- Created project roll out plan for a leadership development training series.
- Developed facilitator guides for various training programs to ensure consistent training across facilitators and locations.

**SAN DIEGO STATE UNIVERSITY**

**2014 - 2016**

*Research and Teaching Associate*

Head research associate focused on understanding leadership in the Workplace.

- Designed, implemented and executed research studies on leadership effectiveness through data collection and analysis using Qualtrics, SurveyMonkey, SPSS and MPlus.

## 12. Exceptions to this Request for Proposals

Except as recorded in the Table of Compliance, we have not identified any requirements within the RFP that warrant listing as an exception. We note, however, that the Federal and Model Contract Clauses included do not provide a comprehensive list of terms and conditions for a hosted service, such as we are proposing. Accordingly, we have included as Section 13 of our proposal our pro forma Master Equipment, Software License and Services Agreement and request that VCTC and the Transit Partners in the region consider it as the basis for a comprehensive agreement, with the addition of Federal and Model Contract Clauses as appropriate.

### 13. Pro Forma Agreement

Following is a copy of our standard, Master Equipment, Software License and Services Agreement (MSA). All of our clients have executed this agreement with only minor customizations and have agreed that it includes provisions that are not addressed in their standard vendor agreements. We welcome the opportunity to review this MSA with VCTC.

Throughout the file, yellow highlights are used to identify clauses or verbiage that will require customization, including optional terms and conditions which may or may not be applicable to VCTC.

## MASTER EQUIPMENT, SOFTWARE LICENSE, AND SERVICES AGREEMENT

This Agreement (this “**Agreement**”) is made and entered into as of the \_\_\_\_th day of \_\_\_\_\_, 2019 (the “**Effective Date**”) by and between the Agency Name, a Agency State corporation with its principal office at Agency Address (“**AGENCY**” or “**Recipient**”) and Delerrok Inc., a California corporation with its principal place of business at 221 Main Street, Suite 200, Vista, CA 92084 (“**Delerrok**” or “**Contractor**”) (each herein referred to individually as a “**Party**,” or collectively as the “**Parties**”).

WHEREAS, AGENCY desires to retain Delerrok as an independent contractor to provide electronic fare collection system equipment and services, as defined herein, to AGENCY, and Delerrok is willing to provide such equipment and services, on the terms described below, in consideration of the mutual promises contained herein, the Parties agree as follows:

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the Parties, intending to be legally bound, mutually agree as follows:

### 1. DEFINITIONS

In addition to the definitions in exhibits to this Agreement, the following definitions apply:

1.1 “Documentation” means the operating manuals; user manuals; guides; service descriptions; service specifications; training materials; technical manuals; and support materials; relating to the products and provided by or on behalf of Delerrok to AGENCY.

1.2 “Equipment” means any tangible items such as Readers, computer equipment, hardware, accessories, parts, replacement parts and upgrades, including any embedded software, and their published Documentation, provided by Delerrok hereunder, regardless of manufacturer.

1.3 “Permitted Units” means the sum of the Equipment in use under this Agreement as provided in Exhibit A.

1.4 “Price” means the prices listed in attached hereto as Exhibit A.

1.5 “Services” means support services as provided in Exhibit A.

1.6 “Specifications” means the technical and functional features of the Equipment as specified in the product specifications.

1.7 “Statement of Work” or “SOW” means a document signed by the Parties in Exhibit A hereunder which details the TouchPass Hosted Services and Equipment to be provided.

1.8 “TouchPass Hosted Services” means the services to be accessed by AGENCY utilizing Delerrok software hosted at one or more Delerrok contracted cloud services facilities, including services as provided in Exhibit A.

1.9 “TouchPass System” means all the Delerrok hardware, whether owned by Delerrok or by a third party, and Delerrok software, whether hosted on Delerrok’s hardware or at one or more Delerrok contracted cloud services facilities, used to provide the TouchPass Hosted Services

### 2. EQUIPMENT, SOFTWARE and TOUCHPASS HOSTED SERVICES LICENSE

2.1 TouchPass Hosted Services License. Subject to payment by AGENCY as provided herein, Delerrok grants to AGENCY a non-exclusive, royalty-free, global right and license to access and use the

Mobile Ticketing and Advanced Fare Collection System

TouchPass Hosted Services for the Term or, if longer, the term specified in any applicable SOW Form or SOW.

2.2 Equipment. AGENCY shall make payment for the Equipment as provided herein upon delivery and acceptance of said Equipment.

2.3 Restrictions. Except as specified otherwise, AGENCY will not: (i) copy the TouchPass Hosted Services, any component or software thereof, or any Documentation; (ii) remove Delerrok's proprietary rights notices; (iii) alter, decompile, reverse engineer, disassemble, or create derivative works from the TouchPass Hosted Services or Documentation; (iv) export the TouchPass Hosted Services or Documentation to any country where such export is prohibited by U.S. laws or (v) use the TouchPass Hosted Services or Documentation as part of a hosted, leased or subscription service for the benefit of any third party. AGENCY will not copy, translate, modify, decompile, disassemble, reverse engineer or adapt the TouchPass Hosted Services or Documentation except as specifically authorized under applicable law or by Delerrok in writing. All rights not specifically granted hereunder are reserved to Delerrok. Notwithstanding the foregoing, nothing herein is intended to restrict AGENCY from using the Equipment following termination of this Agreement.

2.4 Acquired Units. AGENCY's use of the Equipment, under this Agreement is limited to the number of Permitted Units. AGENCY may increase the Permitted Units at any time by giving written notice to Delerrok of the required additional Equipment, providing an SOW, and paying for such additional Units. AGENCY shall pay Delerrok for the additional TouchPass Hosted Services or Documentation in accordance with Exhibit A.

### 3. DOCUMENTATION

Delerrok will furnish to AGENCY that number of copies of Documentation as may be reasonably requested by AGENCY, including all subsequent revisions thereto. AGENCY will have the right to copy the Documentation, at no additional charge, for the internal use of its employees or authorized contractors, provided all proprietary markings that had been affixed by Delerrok are retained on all copies.

### 4. DELIVERY

4.1 Delivery and Title. Delerrok will deliver the Equipment in good working order to AGENCY as specified on the applicable SOW, F.O.B. AGENCY's facilities, on the date listed. In the event Delerrok does not meet the delivery date listed in the SOW, Delerrok shall immediately advise AGENCY of the problem and new delivery date. Title and acceptance to any tangible goods shall pass from Delerrok to AGENCY upon Delerrok's delivery thereof.

4.2 Assistance. Delerrok shall provide reasonable assistance at the rates provided in the SOW, in implementing the Equipment as provided in Exhibit A.

### 5. INDEPENDENT CONTRACTOR

The Parties are independent contractors and nothing in this Agreement or otherwise shall be deemed or construed to create any other relationship, including one of employment, joint venture or agency. Delerrok shall be solely responsible for any taxes of any type, including central, state or local tax, employment, withholding or reporting tax, social security taxes, workers' compensation taxes or costs, unemployment compensation taxes or costs, or any other taxes or charges, provident fund, gratuity, bonus, workmen's compensation, employee state insurance, other employment law deductions, or private insurance, related to

Mobile Ticketing and Advanced Fare Collection System

DeLerrok's or DeLerrok's personnel's receipt of compensation and performance of Services under this Agreement.

## **6. WARRANTY**

DeLerrok's warranty is provided in Exhibit A to this Agreement. As the sole and exclusive liability of DeLerrok, any other failure to comply will return or replace any Equipment that is non-conforming, be subject to the terms of Exhibit A. THE WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED OR STATUTORY, TO AGENCY, ITS CUSTOMERS OR ANY OTHER PARTY, FOR EQUIPMENT, TOUCHPASS HOSTED SERVICES, SOFTWARE AND THE SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES FOR NON-INFRINGEMENT, SATISFACTORY QUALITY, OR AGAINST LATENT DEFECTS. DELERROK SPECIFICALLY DENIES ANY IMPLIED OR EXPRESS REPRESENTATION THAT THE EQUIPMENT, SOFTWARE, TOUCHPASS HOSTED SERVICES AND THE SERVICES WILL OPERATE UNINTERRUPTED OR ERROR-FREE. AGENCY AGREES THAT DELERROK AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM THE USE OF THE EQUIPMENT, SOFTWARE AND THE SERVICES IN SUCH APPLICATIONS.

## **7. AGENCY RESPONSIBILITIES**

7.1 Perform installation on buses of readers and related equipment, including preparing mounting surfaces and installing any needed hardware (e.g., metal plates on the dash), providing power and Ethernet cabling and connecting the Ethernet cable to the modem.

7.2 Train AGENCY staff, including bus operators, in use of the TouchPass Hosted Services.

7.3 Procure Cards. AGENCY will be responsible for purchase of TouchPass Cards from DeLerrok (uniformly printed with DeLerrok "TouchPass" graphics) or from third-party vendors as described in Exhibit "A".

7.4 Perform Card distribution.

7.5 Perform fare product sales through physical sales locations (e.g. AGENCY intermodal terminal).

7.6 Provide general customer service for the TouchPass Hosted Services including pass redemption, refunds, and instruction on use and troubleshooting common problems. Notwithstanding the foregoing, issues related to the TouchPass Hosted Services requirements that cannot be reasonably resolved by AGENCY shall remain the responsibility of DeLerrok.

7.7 Provide basic maintenance such as daily cleaning of readers and protection of readers from damage and temperatures above or below reader tolerances specifications.

7.8 Permit DeLerrok and its agents reasonable access to AGENCY buses and to the premises in which AGENCY conducts its business and furnish to DeLerrok other information as DeLerrok may reasonably request for execution of the Agreement.

7.9 Return malfunctioning readers to DeLerrok for repair/replacement in accordance with the Reader Warranty per Exhibit A.

Mobile Ticketing and Advanced Fare Collection System

7.10 Encourage and promote use of the TouchPass Hosted Services through rider alerts, social media and demonstration events. AGENCY will consider ways to incentivize the transition from cash to TouchPass Hosted Services use.

7.11 Establish and implement a phased rollout schedule for introduction of fare products and fare media, to be supplied by AGENCY.

7.12 Make a good faith effort to transition its paper and/or magnetic stripe pass products to TouchPass Hosted Products using the TouchPass Hosted Service within one year from commencement of the Agreement for office and online sales.

7.13 Operate and maintain an AVL system capable of providing driver login and bus route and location information to the TouchPass Hosted Services.

7.14 Establish and provide Delerrok access to a payment gateway to accept payment, via the TouchPass Hosted Services, of all credit and debit card ("Bankcard") payments. AGENCY shall act as "Merchant of Record" and take full responsibility for Bankcard payment transactions, flow and transmission of funds and related records, security compliance and receiving accounts.

7.15 Provide access to onboard modems compatible with the TouchPass System, complete configuration of modems in accordance with instructions to be provided by Delerrok including enabling remote access to each modem by Delerrok, if supported by the modem, and ensuring that the modem firmware is updated when new versions are made available by the manufacturer.

## 8. TERM AND TERMINATION

8.1 Agreement Term and Termination. This Agreement shall commence and be effective as of the Effective Date and shall continue for a period of **five (5) years** ("Term") unless otherwise terminated under this Agreement.

**Unless otherwise terminated as provided herein, this Agreement shall automatically renew on the same terms and conditions for two (2) successive terms of five (5) years each unless either party notifies the other party not less than 180-days prior to the last day of the expiring term of its intent not to renew.]**

8.2 Termination for Cause. If either Party breaches or defaults on any of the provisions of this Agreement or any SOW, and such breach is not cured within thirty (30) days after the breaching party receives written notice, then in addition to all other rights and remedies of law or equity or otherwise, the injured Party shall have the right to terminate any SOW(s) impacted by such breach without any charge or liability, at any time thereafter.

## 9. FEES, TAXES AND TERMS OF PAYMENT

9.1 Payment: The Prices to be paid by AGENCY for the TouchPass Hosted Services and Equipment are listed on the SOW. Payment is due and payable as provided in the SOW.

9.2 Services Fees. Services will be provided for the fees provided in the SOW.

9.3 Taxes. Delerrok may add to the invoice an amount equal to any applicable sales, use, and similar taxes related to the product (excluding any taxes based on Delerrok's income, net worth or property taxes). If AGENCY is exempt from State or Federal Taxes, AGENCY shall so inform Delerrok.

## 10. CONFIDENTIAL INFORMATION/OWNERSHIP



Mobile Ticketing and Advanced Fare Collection System

10.1 Confidentiality Obligations. From time to time, either Party (the “Disclosing Party”) may disclose or make available to the other Party (the “Receiving Party”), whether orally or in physical form, confidential or proprietary information concerning the disclosing Party and/or its business, and for Delerrok, includes the TouchPass Hosted Services, Equipment, or Services in connection with this Agreement (together, “Confidential Information”). Each Party agrees that during the Term of this Agreement and thereafter: (a) it will use Confidential Information belonging to the Disclosing Party solely for the purpose(s) of this Agreement; and (b) it will not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party’s employees and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein) without first obtaining the Disclosing Party’s written consent. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party. The Receiving Party will be responsible for any breach of this Section by its employees, representatives, and agents.

10.2 Exclusions. The term “Confidential Information” will not include any information that the Receiving Party can establish by written evidence: (a) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (b) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party without disclosure restrictions; or (c) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party).

10.3 Required Disclosures. These confidentiality obligations will not restrict any disclosure required by SOW, or a court or any government agency, provided that in the case of an SOW, the Receiving Party gives prompt notice to the Disclosing Party of any such SOW and reasonably cooperates with the Disclosing Party at the Disclosing Party’s request and expense to resist such SOW or to obtain a protective SOW.

10.4 Ownership. Delerrok agrees that AGENCY, to the extent permitted by applicable law and determined by AGENCY not to be open data for general non-restricted use, retains all exclusive right, title, interest and ownership in and to the transit data (including static and real time data and material arranged in a systematic or methodical way) collected or accessible by electronic or other means by or through the TouchPass System (“Transit Data”), no matter by whom such is created by as well as any patent, trademark or copyrights associated therewith. AGENCY agrees that Delerrok retains all exclusive right, title, interest and ownership in and to the TouchPass Hosted Services and the Services, components thereof, Documentation and all derivative works, modifications, and extensions thereto (including relating to Transit Data), no matter by whom such is created by as well as any patent, trademark or copyrights associated therewith (“Delerrok IP”). In the event any Delerrok IP, does not fall within the specifically enumerated works that constitute works made for hire under the applicable copyright or patent laws, AGENCY hereby, on its own behalf and on behalf of any entity that it is contracting with, irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such works to Delerrok, including, without limitation, all copyright, patent rights, trade secrets, trademarks, moral rights and all other applicable proprietary and intellectual property rights. Subject to the terms and conditions of Section 10.4, and except for personally identifiable information of transit users (“Transit User PII”), AGENCY grants to Delerrok a worldwide, perpetual, royalty-free, non-exclusive, non-terminable license to Use the Transit Data for purposes of benchmarking, improving the TouchPass Services, as well as for appropriate purposes, and in an aggregated and anonymized fashion. These rights explicitly include commercial use. With respect to Transit User PII, Delerrok is hereby permitted to use such data in an authorized fashion as obtained from the transit users. “Use” means doing any act that is restricted by copyright or Database Rights whether in the original medium or any other; and includes without limitation distributing, copying, publicly performing, modifying, publicly displaying, and preparing derivative works of the Transit Data.

Mobile Ticketing and Advanced Fare Collection System

10.5 Injunctive Relief. The Parties acknowledge and agree that the disclosure of Confidential Information may result in irreparable harm for which there is no adequate remedy at law. The Parties therefore agree that the Disclosing Party may be entitled to an injunction in the event the Receiving Party violates or threatens to violate the provisions of this Section 10, and that no bond will be required. This remedy will be in addition to any other remedy available at law or equity.

## 11. INDEMNIFICATION

11.1 Indemnity. If an action is brought by a third party against AGENCY, its directors, employees, or any of the represented counties comprising AGENCY (an “AGENCY Indemnified Party”) claiming that the TouchPass System or TouchPass Hosted Services infringes a patent or copyright of a third party, Delerrok will defend such AGENCY Indemnified Party at Delerrok’s expense and, subject to this Section and Section 8, pay the damages and costs finally awarded against such AGENCY Indemnified Party in the infringement action, but only if (1) AGENCY notifies Delerrok promptly upon learning that the claim might be asserted, (2) Delerrok has sole control over the defense of the claim and any negotiation for its settlement or compromise, and (3) AGENCY takes no action that, in Delerrok’s judgment, is contrary to Delerrok’s interest.

11.2 Alternative Remedy. If a claim described in Section 11(a) may be or has been asserted, AGENCY will permit Delerrok, at Delerrok’s option and expense, and as the sole and exclusive remedy of AGENCY to (1) procure the right to continue using the TouchPass Hosted Services, (2) replace or modify the TouchPass Hosted Services to eliminate the infringement while providing materially equivalent functionality, or (3) terminate the TouchPass Hosted Services and refund to AGENCY an amount equal to the pro-rata portion of license price actually paid by AGENCY over the period the TouchPass Hosted Services, as the case may be, could not be used.

THE INDEMNITY UNDER SECTION 11 SHALL BE THE SOLE AND EXCLUSIVE OBLIGATION OF DELERROK FOR ANY CLAIM OF INFRINGEMENT.

## 12. LIMITATION ON LIABILITY

NO CONSEQUENTIAL DAMAGES: IN NO EVENT WILL DELERROK OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS OF A THIRD PARTY, SOFTWARE AND SERVICES OF A THIRD PARTY, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, AGENCY DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON AGENCY’S CLAIMS ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, OR OTHERWISE, IN CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT, WILL THE AGGREGATE LIABILITY WHICH DELERROK OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY AGENCY FOR THE SPECIFIC EQUIPMENT, TOUCHPASS HOSTED SERVICES OR SOFTWARE THAT DIRECTLY CAUSED THE DAMAGE PRIOR TO SUCH CLAIM. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.

## 13 FORCE MAJEURE

Mobile Ticketing and Advanced Fare Collection System

13.1 As used in this Agreement, a “Force Majeure Event” means an act of God, riot, civil disorder, or any other similar event beyond the reasonable control of a Party, provided that the event is not caused, directly or indirectly, by such Party. Notwithstanding the foregoing, no event will be considered a Force Majeure Event if and to the extent that the nonperforming Party could have (1) prevented the event (or any resulting defaults or delays in performance) by taking reasonable precautions, or (2) circumvented the event (or any resulting defaults or delays in performance) through the use of alternate sources, workaround plans or other means (in the case of Delerrok, including by meeting its obligations with respect to developing, maintaining and implementing an organizational resilience program as described in this Article or an applicable Statement of Work).

13.2 Subject to Section 13(a), and except for the obligation to pay Delerrok hereunder, payment in the case of a Force Majeure Event the nonperforming Party will be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use commercially reasonable efforts to recommence performance to whatever extent possible without delay. Any Party so delayed in its performance will promptly notify the Party to whom performance is due by telephone and in writing and will describe at a reasonable level of detail the circumstances causing such default or delay.

#### 14. FEDERAL CLAUSES

The parties shall comply with the requirements of Exhibit **B**.

#### 15. MISCELLANEOUS

15.1 Compliance With Laws: AGENCY and Contractor shall each carry out the transactions contemplated hereby and shall otherwise deal with the TouchPass Hosted Services, Equipment and Services in conformity with all applicable laws, rules, and regulations of all governmental authorities, including, without limitation, the Export Administration Act, and AGENCY shall obtain all permits and licenses required in connection with the license, installation, or use of the TouchPass Hosted Services, Equipment and Services.

15.2. Export Control. The TouchPass Hosted Services, Equipment and Services may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. AGENCY acknowledges and agrees that the none of the underlying information, TouchPass Hosted Services, Equipment and Services or technology may be transferred or otherwise exported or re-exported to countries as to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial SOWs. The lists of Embargoed Countries and Designated Nationals are subject to change without notice. AGENCY agrees to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Software or Services may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. AGENCY shall only use the Equipment, Software and the Services in a manner that complies with all applicable laws.

15.3 Choice of Law; Venue. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and governed by the laws of the State of **UPDATE**, excluding its conflict of laws principles and excluding the Uniform Computer Information Transactions Act (UCITA) as may be enacted, amended, or modified by the various states. The Parties hereby agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement or any related transaction between the Parties.

Mobile Ticketing and Advanced Fare Collection System

15.4. Non-Waiver. No waiver or failure to exercise any option, right, or privilege under the terms of this Agreement on any occasion or occasions shall be construed to be a waiver of the same or any other option, right or privilege on any other occasion.

15.5 Section Headings. The section headings used in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

15.6 Notices and Demands. Except as otherwise provided herein, any notices or demands required by law or under the terms of this Agreement shall be in writing and addressed as set forth below. AGENCY or Delerrok shall deliver such notices or demands by hand or by certified or registered mail, and addressed as set forth below. All notices are effectively given on the date of delivery, whether that be by hand or by certified or registered mail, return receipt requested. The Parties may change their notice contact information at any time by giving thirty (30) days prior written notice to the other.

Notices to AGENCY:

ENTER AGENCY NAME

Attn: [REDACTED]

[REDACTED]  
[REDACTED]

Notices to Delerrok:

Delerrok Inc.

Attn: [REDACTED]

[REDACTED]  
[REDACTED]

15.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

15.8 Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining portions of the Agreement shall be construed as if not containing such provision, and all other rights and obligations of the Parties shall be construed and enforced accordingly.

15.9 Negotiated Terms. The provisions of this Agreement are the result of negotiations between the Parties and this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement or based on a Party's undertaking of an obligation under this Agreement.

15.10. Entire Agreement; SOW of Precedence. This Agreement (including its Exhibits), and any SOWs and SOWs placed hereunder shall constitute the entire agreement between AGENCY and Delerrok. Any amendment or modification to this Agreement or any duly executed SOW placed hereunder shall not be valid, enforceable, or binding on the Parties unless such amendment or modification (i) is a written instrument duly executed by the authorized representatives of both Parties and (ii) references this Agreement and any SOW, if applicable, and identifies the specific sections contained therein which are amended or modified. No amendment or modification shall adversely affect vested rights or causes of action that have accrued prior to the effective date of such amendment or modification. The terms and conditions of the Exhibits and any SOW hereunder are integral parts of this Agreement and are fully incorporated herein by this reference. In the event of a conflict between this Agreement and SOWs, the SOW shall control. Any exceptions expressly agreed upon in writing by AGENCY and Delerrok under a particular Statement of Work will apply only for purposes of that Statement of Work, and will not be deemed to in any way amend, modify, cancel, or waive the provisions of this Agreement or any other Statement of Work. Notwithstanding the foregoing, no Statement of Work or any provision thereof will be effective to: (A) decrease any limitation of liability, reduce the scope of recoverable damages, or restrict or eliminate exceptions to the limitation of liability; (B) expand, eliminate or restrict the scope of any indemnity obligations set forth in this Agreement or any Exhibit hereto; or (C) waive, settle or resolve any claims or disputes between the Parties.

Mobile Ticketing and Advanced Fare Collection System

15.11. E-Verify Certification: At all times during performance of this Agreement, all Parties shall fully comply with Article 2 of Chapter 64 of the North Carolina General Statutes, and shall ensure compliance by any subcontractors utilized. All Parties shall execute an affidavit verifying such compliance upon request by AGENCY.

15.12. Iran Divestment Act Certification: All Parties executing this Agreement hereby affirm they are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to NCGS § 143-6A-4, nor shall they utilize any subcontractor in the performance of the Agreement that is identified upon said list.

**Signature Page Follows**

Mobile Ticketing and Advanced Fare Collection System

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall be deemed an original, effective as of the Effective Date.

**Agency Name**

**DeLerrok Inc.**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

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

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

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

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



## EXHIBIT A

### Scope of Work Equipment and Services

1. **TouchPass Hosted Services.** The TouchPass Hosted Services is a cloud-based electronic fare collection service provided in accordance with the TouchPass Hosted Services Requirements outlined in Section 3 below (“TouchPass Hosted Services”). Delerrok shall make the TouchPass Hosted Services available to AGENCY within **one hundred thirty-five (135)** days from the Effective Date of the Agreement (the “Launch Date”).
2. **Equipment and Services.** Upon receipt of purchase orders from AGENCY, Delerrok shall provide the following Equipment, AVL Integration and Services as part of the TouchPass Hosted Services:
  - a. **Equipment Supply.** Pursuant to the terms of this Agreement, Delerrok shall provide AGENCY with the following Equipment within **one hundred twenty (120)** days from the effective date of the Agreement.
    - i. **Reader, Card and Paper Token Supply**
      - A. **Quantity (x)** onboard electronic validators (“Readers”) compliant with the attached TouchPass Reader Specification and capable of performing in accordance with the Requirements of this Exhibit A.
      - B. **Quantity thousand (x)** contactless smart cards pre-printed with Delerrok TouchPass card graphics and AGENCY logo and compatible with the TouchPass System and with the attached TouchPass Card and Graphics Specifications (“TouchPass Cards”).
      - C. **Quantity Thousand (x)** paper, QR code tickets, each pre-printed with AGENCY’s logo and a unique QR code compatible with the TouchPass System (“Paper Tokens”).
    - ii. **Bluetooth Readers**
      - A. **Quantity(x)** **NFC Bluetooth® NFC Readers or functionally equivalent substitutes for AGENCY pairing with AGENCY-supplied Android devices (smartphones or tablet computers) that meet or exceed the requirements defined in the attached Handheld Device Requirements (“Bluetooth Readers”).**
    - iii. **Installation Kits**
      - A. **Quantity (x)** Installation Kits, each consisting of mounting equipment (RAM Mount components, including base X 2 plus extension arm) for mounting Readers to bus dash (depending on bus configuration, Readers may be mounted to poles also) and Cables (power cable, Ethernet cable, crimping pins and power cable adapter).
    - iv. **Cellular Modems and Antennas (Optional)**
      - A. **Quantity (x)** **AT&T or Verizon Certified Modems with mounting bracket and power cable.**
      - B. **Quantity (x)** **Rooftop Antenna or equivalent. 3G-4G-LTE/Wi-Fi/GPS capable.**
    - v. **Exclusions from Equipment Supply.** In addition to the items listed as AGENCY’s responsibilities in the Agreement:
      - A. Delerrok shall not perform Reader on-site preparation, configuration or installation. AGENCY shall perform any such services necessary for Reader installation and operation.



Mobile Ticketing and Advanced Fare Collection System

- b. Additional Services. In addition to the services listed in section 2.c. (“Standard Services”), Delerrok shall perform the following one-time services prior to the Launch Date.
  - i. Software Design, Support and Configuration Services. Delerrok shall design, develop and deploy the TouchPass software needed to provide, support and maintain the TouchPass Hosted Services during the Term of the Agreement per the Standard Services listed in Section 2.c. below.
  - ii. Launch Services. Delerrok shall provide certain configuration services, including initial system setup and configuration and associated on-site meetings. Delerrok shall work with AGENCY to confirm and implement initial system configuration settings.
  - iii. Training. Delerrok shall perform on-site, train-the-trainer training of AGENCY Staff (up to 10 people).
  - iv. AVL Integration. The TouchPass System will utilize certain AGENCY-provided information, including static General Transit Feed Specification (“GTFS”) data and AVL route and stop information (“AVL Data”) to calculate fares and append route and stop information to TouchPass fare transaction records and reports. AGENCY shall be responsible for providing AVL Data to the TouchPass System on an ongoing basis. To facilitate TouchPass System receipt of AVL Data, the AGENCY shall provide Delerrok with access to AVL system compatible with the TouchPass System, and Delerrok shall perform a one-time integration of the TouchPass System with that AVL system. AGENCY shall be responsible for providing AVL Data to the TouchPass System on an ongoing basis.
  - v. Modem Integration (Optional). AGENCY shall provide access to cellular modems and antennas that meet or exceed Delerrok’s requirements. In the event AGENCY selects a modem that has not yet been integrated to the TouchPass System, Delerrok shall work with the AGENCY to perform one-time integration of AGENCY modems to facilitate use for communications between Readers and the TouchPass System. Delerrok shall provide to AGENCY a list of the currently integrated modem makes and models upon request.
  - vi. Reader Data Plans (Optional). At AGENCY’s option, Delerrok may provide mobile data plans for Readers through either Verizon or AT&T. If this option is exercised by AGENCY, the final choice of either AT&T or Verizon shall be at Delerrok’s sole discretion.
- c. Standard Services
  - i. TouchPass Support Services. Delerrok shall provide the following maintenance and support services beginning from the Launch Date:
    - A. Maintain the TouchPass System so that it operates in conformity, in all material respects, with the descriptions and specifications for the TouchPass Hosted Services set out in the Agreement, or as may be modified from time to time by Delerrok as a result of updates and upgrades;
    - B. In the event that AGENCY detects any errors or defects in the TouchPass Hosted Services, Delerrok will use its commercially reasonable efforts to provide support services through a telephone software support line from Monday to Friday, 8 am to 8 pm Pacific Time (excluding North American holidays).
    - C. Use commercially reasonable efforts to downgrade any major issues in the TouchPass Hosted Services to a minor issue within 24 hours. Major issues are defined as issues that prevent passengers from using the TouchPass Hosted Services or prevent AGENCY from collecting revenue, that are not a Support Exclusion.

Mobile Ticketing and Advanced Fare Collection System

- D. Use commercially reasonable efforts to resolve any minor issues in the TouchPass Hosted Services within 30 days. Minor issues are defined as issues that do not affect passengers or revenue collection but could affect AGENCY's use of the TouchPass Hosted Services (e.g. data collection) that are not a Support Exclusion.
  - E. Provide AGENCY with upgrades of the TouchPass Hosted Services as such become commercially available at no additional license fee charge during the term of the Agreement.
  - F. "Support Exclusions" are those items that Delerrok is not responsible for providing support hereunder for failures to the extent caused by: (a) AGENCY or third party supplied infrastructure or internet, TouchPass Card communications or network failures; (b) modifications to the Equipment or the TouchPass Hosted Services not authorized in writing by Delerrok; (c) use of the Equipment or the TouchPass Hosted Services in combination with other products not intended to be so combined, or otherwise not specifically authorized in writing by Delerrok; (d) use in violation of the Agreement or its Exhibits; (e) Force Majeure events; or (h) use of the Equipment or the TouchPass Hosted Services in a manner inconsistent with the Documentation.
- ii. Equipment Support. Delerrok shall provide the following Equipment maintenance and support services:
    - A. Reader Warranty. Delerrok will implement a Reader Return Authorization ("RRA") process enabling AGENCY to receive authorization to ship failed or defective Readers to Delerrok for inspection. Delerrok will repair and/or replace any failed or defective Readers returned to Delerrok under the RRA process at no cost to AGENCY for a period of one (1) year from the date of shipment of each Reader ("Reader Warranty Period"). The following additional provisions shall apply to the Reader Warranty:
      - a. Warranty is not applicable to Readers exhibiting damage outside of normal wear and tear, alteration, misuse or abuse
      - b. Delerrok responsibilities:
        - i. Provide RRA support via phone
        - ii. Provide return authorization to AGENCY under the RRA process
        - iii. Ship repaired or replacement Readers to AGENCY at Delerrok expense
      - c. AGENCY responsibilities:
        - i. Install, operate and maintain the Readers in accordance with Delerrok provided instructions
        - ii. Complete troubleshooting procedures
        - iii. Complete RRA process
        - iv. Properly package returned Readers
        - v. Ship Readers to Delerrok, with completed RRA Form, at AGENCY's expense
        - vi. Install repaired/replacement Readers
        - vii. Assign of Readers to vehicles using the AMS
      - d. Any replaced or repaired reader shall be subject to the original Reader Warranty, including the original Reader Warranty Period, of the Reader replaced or repaired.
    - B. Extended Reader Warranty. AGENCY may elect to pay an additional fee per Reader described below ("Extended Reader Warranty Fee") at the time

of execution of this Agreement to extend the Reader Warranty Period to five (5) years.

- C. Out-of-Warranty Reader Replacement. Where failed Readers exhibit damage outside of normal wear and tear, making them ineligible for warranty repair or replacement, AGENCY may elect to purchase a replacement for the price described below (“Out-of-Warranty Reader Replacement Fee”).
- D. Phone Support. Beginning on the Launch Date, Delerrok shall provide technical support via phone to authorized AGENCY callers to assist with troubleshooting of installation, configuration, and operational problems of covered Equipment Monday to Friday, from 9:00am to 6:00pm Pacific Time (excluding North American holidays).
- iii. Transactional Reporting. The TouchPass Hosted Services shall provide AGENCY with comprehensive transactional data in an open, granular format. Data provision shall occur in a web-based reporting application that provides viewing of real-time transactional data or by other methods, such as daily batch exports. Transactional records shall include the following fields:
  - A. Date/Timestamp
  - B. LAT/LON Coordinates
  - C. Route Number and Name
  - D. Transaction Type
- iv. Financial Reporting.
  - A. Revenue. All funds paid by passengers for Fare Products shall be paid directly to AGENCY’s bank account. AGENCY shall be entitled to retain “breakage”, defined as payments for Fare Products purchased but not used.
  - B. Financial Reporting. Delerrok must provide AGENCY a sales summary report that will:
    - a. Show the amount and type of Fare Products purchased and the total value of those Fare Products;
    - b. Distinguish between purchases via those made via the Merchant Portal and those made via the Passenger Portal.

### 3. TouchPass Hosted Services Requirements.

- a. General Requirements. The TouchPass Hosted Services shall:
  - i. Enable purchase by passengers of the AGENCY provided fare products listed in Section 3.a.v. of this Exhibit A (“Fare Products”) via internet-connected devices and use of electronic fare media (“Fare Media”) provided by AGENCY or others, to validate those Fare Products on AGENCY buses.
  - ii. Support secure web portals that allow passengers to purchase Fare Products via an online website using bankcards (“Passenger Portal”) and allow AGENCY and its authorized agents to sell Fare Products to passengers at physical locations (“Merchant Portal”). These portals shall be hosted by Delerrok.
  - iii. By the Launch Date, support a mobile application, to be made available for passenger download by Delerrok, that will enable passengers to use compatible mobile devices to purchase and use Fare Products (“Mobile App”). At a minimum, the Mobile App will remain supported on the three most recent versions of the iOS and Android mobile operating systems in use at any point during the term of the Agreement.
  - iv. Process electronic fare media, including contactless smart cards that are provided to customers by AGENCY, which smart cards shall comply with the TouchPass Card and Graphics Specifications and encoded using the TouchPass Hosted Services (“TouchPass Cards”), the Mobile App and TouchPass Hosted System

Mobile Ticketing and Advanced Fare Collection System

- generated QR codes printed on paper tickets (collectively “TouchPass Fare Media”), presented onboard AGENCY buses using TouchPass Readers or the TouchPass Mobile Reader Application on a compatible mobile device and the TouchPass Hosted Services.
- v. Support configuration and management of a variety of fare products including, but not limited to:
    - A. Time-, calendar- and trip-based passes
    - B. Closed-loop stored value
    - C. Transfer fares
    - D. Discounts for special fare programs
  - vi. Support a ‘closed-loop’ system whereby all fare revenues derived from the sale of Fare Products are directly deposited into an AGENCY account at the time of purchase, either by AGENCY or its authorized agents directly in the case of sale via the Merchant Portal or, if such sale is made using bankcards via the Passenger Portal or Mobile Application, by processing of the sale transaction via TouchPass Hosted System interaction with AGENCY’s designated bankcard payment acquirer (“Payment Gateway”) with AGENCY serving as Merchant of Record and subject to any credit card posting delays and charges resulting from the Payment Gateway. AGENCY shall retain all such revenues and shall pay transaction fees to Delerrok subject to the provisions of Section 4 of this Agreement.
  - vii. Support Delerrok, AGENCY and passenger online management of passenger accounts via the TouchPass Hosted Services.
- b. Minimum Security Requirements. The TouchPass System shall employ industry standard security measures addressing fare evasion, fraud, revenue theft and data theft. Including the following security features:
- i. Fare media authentication
    - A. The TouchPass System includes Positive List, an optional feature which enables the AGENCY to upload lists of cards issued by third party organizations that can then be used by passengers as fare media to board AGENCY vehicles by presenting the cards to the TouchPass Readers. The uploaded lists typically include only a unique identifier (UID) number which is stored in an unencrypted form in card memory and can be accessed by any device that sends the required commands to the card. This provides a convenient mechanism to enable acceptance of third party-issued cards but does not provide any means to authenticate those cards using standard encryption techniques. Without the use of authentication, the fraudulent creation and use of counterfeit cards is possible and could not be detected by the TouchPass System. In the event AGENCY elects to use the Positive List feature, AGENCY accepts this reduced security and will hold Delerrok harmless for acceptance of counterfeit cards and loss of revenue that may result from such acceptance.
  - ii. Message protections
  - iii. Sensitive data storage
  - iv. Encryption key management and storage
  - v. System monitoring and testing
  - vi. Procedures for handling breaches
- c. Compliance with Standards. The TouchPass System shall be compliant with the following standards, which govern certain aspects of electronic fare payments. Any non-compliance with the following standards shall be stated in written form to AGENCY prior to Agreement execution:
- i. ISO/IEC 14443 – Contactless integrated circuit cards
  - ii. ISO/IEC 7816-1 – Physical characteristics of cards

iii. ISO/IEC 18092 – NFC, Interface and Protocol

**4. Compensation.** AGENCY shall pay the following to Delerrok as compensation for the Equipment and Services:

- a. Equipment. AGENCY shall pay Delerrok for equipment upon delivery and acceptance, at the unit prices listed below:

Item	Quantity	Unit Price	Total Price
Reader	x	\$x.xx	\$x.xx
TouchPass Card	x	\$x.xx	\$x.xx
Bluetooth Reader	x	\$x.xx	\$x.xx
Reader Installation Kit	x	\$x.xx	\$x.xx

- b. Extended Reader Warranty Fee (Optional). AGENCY shall pay \$xxx.00 per Reader.

Item	Quantity	Unit Price	Total Price
Extended Reader Warranty Fee (Per Reader)	x	\$x.xx	\$x.xx

- a. Additional Services. AGENCY shall pay Delerrok a lump sum for each of the following services:

Service	Quantity	Unit Price	Total Price
Launch Services	x	\$x.xx	\$x.xx
Training	x	\$x.xx	\$x.xx
AVL Integration	x	\$x.xx	\$x.xx
Modem Integration (Optional)	x	\$x.xx	\$x.xx
Reader Data Plans (Optional)*	x	\$/month	\$x/month

\*Price for Reader Data Plans shall be subject to 5% annual escalation.

- b. Transaction Fees. Upon commencement of revenue operation from the Launch Date, AGENCY shall pay Delerrok fees per the table below (“Transaction Fees”) for the remainder of the Term. AGENCY shall pay Delerrok monthly for the Transaction Fees.

Transaction (TXN) Fee Schedule		
Tier	Monthly TXN Volume	Fee per TXN*
1	a to b	\$0.ee
2	c to d	\$0.ff
3	More than d	\$0.gg

\* Fee per TXN applies to all TXNs within each corresponding tier in a calendar month.

In any calendar month, the first *b* TXNs will be charged at \$0.ee/TXN and all TXNs from *c* to *d* TXNs will be charged at \$0.ff/TXN and all TXNs above *d* will be charged at \$0.gg/TXN. There is no rollover into the next calendar month. As an example, in a month with *xx*,000 total TXNs, the math is: (*b* X \$0.ee) + (*d* X \$0.ff) + (*x*,000 X \$0.gg) = (\$x.xx0 + \$x,xxx.00 + \$xxx.00) = Total \$x,xxx.00 in Transaction Fees.

- c. Payment Terms.

- i. Equipment. The lump sum payments for Equipment shall be due upon delivery and acceptance, as provided in Section 2.2 of the Agreement.

- ii. **Extended Reader Warranty Fees.** If AGENCY elects to purchase the Extended Reader Warranty, the lump sum payment for Extended Reader Warranty Fees shall be due immediately upon execution of the Agreement.
- iii. **Additional Services.** With the exception of the optional Reader Data Plans, the lump sum payment for Additional Services shall be due immediately upon execution of the Agreement. If AGENCY elects to exercise the option for Delerrok provision of Reader Data Plans, the total monthly price shall be payable monthly in arrears per the payment terms for Transaction Fees below.
- iv. **Transaction Fees.** Beginning from the Launch Date, Delerrok shall submit to AGENCY an invoice with supporting documentation detailing Transaction Fees due for Delerrok Services for each calendar month within ten (10) business days after the end of the corresponding calendar month. AGENCY shall pay Delerrok in full for the amount invoiced either by check, payable to Delerrok Inc., or by wire transfer to Delerrok's bank account. Payment terms are 30 Days Net.
- v. AGENCY shall pay in full for any additional equipment procured from Delerrok during the Term of the Agreement. Such payment shall become due immediately upon delivery of the additional equipment from Delerrok to AGENCY.

**5. Additional Equipment Prices.**

- a. **Additional Readers.** AGENCY may procure additional Readers from Delerrok for \$amount each. Readers must be procured in minimum quantities of five (5) units per order, and lead time shall be ninety (90) days from placement of order to shipping by Delerrok. Delerrok may at its discretion offer newer-model and/or upgraded Readers that may differ from original Readers supplied under the Agreement, so long as such Readers are compatible with past Readers and the TouchPass Hosted System.
- b. **Out-of-Warranty Reader Replacement Fee.** The price for Out-of-Warranty Reader Replacement per Section 2.c.ii.C. above shall be \$amount per Reader.
- c. **Additional TouchPass Cards.** AGENCY may procure additional TouchPass Cards either from Delerrok for \$amount each or from a third-party supplier. All orders shall be subject to a lead time of 60 days from the time of purchase order. In the event AGENCY purchases cards directly from other suppliers, cards must be shipped to Delerrok for encoding. In such case, Delerrok will not charge AGENCY for card encoding but AGENCY must bear all card shipping costs.
- d. **Paper Tokens.** AGENCY may procure paper, QR code tickets, each pre-printed with AGENCY's logo and a unique QR code compatible with the TouchPass System ("Paper Tokens") from Delerrok for \$amount each, subject to a minimum order of 5,000 units and a lead time of 30 days from time of purchase order.

EXHIBIT B

**FEDERAL CLAUSES**



EXHIBIT C  
**SPECIFICATIONS**

EXHIBIT D

**THE PROPOSAL**

## 14. Required Certifications

#### 14.1. Required Submittals (RFP Checklist)

### ***Required Submittals (RFP Checklist)***

All of the below referenced documents are required as part of your proposal submittal and any required forms and/or certifications **shall be signed** by an individual or individuals authorized to execute legal documents on behalf of the proposer. Proposers are instructed to include a copy of this RFP Checklist with their proposal submission indicating compliance for each item marked by a checked box. Wherever the word "Consultant" appears in the attachments, it should be read as the equivalent to the word "Contractor." Wherever the words "bid" or "bidder" appear in the attachments, they should be read as the equivalent to the words "proposal" or "Proposer."

- ☒ Seven (7) hard copies of the proposal, including one (1) signed original
- ☒ One USB flash drive containing a soft copy of the written proposal in its entirety, in Adobe Acrobat (PDF) format; and a copy of Cost Proposal forms in Excel format.
- ☒ Acknowledgement of Receipt Form
- ☒ Table of Compliance
- ☒ Cost Proposal Forms, Including Optional Technologies Form
- ☒ Milestone Payment Schedule
- ☒ Certification of Restriction on Lobbying
- ☒ Disadvantaged Business Enterprise
- ☒ Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
- ☒ Mail-In Reference Questionnaire]
- ☒ Bid Form

14.2. Attachment A – Acknowledgement of Receipt Form

**Attachment A - Acknowledgement of Receipt Form**

In acknowledgement of receipt of this Request for Proposal: #20-710, "Mobile Ticketing and Advance Fare Collection System" the undersigned agrees that he / she has received:

- ☒ Complete copy of the Request for Proposal beginning with the Title Page and ending with page 241.
- ☒ Addendum No: 1 Issued August 17, 2020
- ☒ Addendum No: 2 Issued August 17, 2020
- ☒ Addendum No: 3 Issued August 20, 2020

*(Bidders are to modify this sheet and Insert Additional Addenda references as necessary)*

The acknowledgement of receipt should be filled out completely and submitted to the Ventura County Transportation Commission's Maintenance Manager prior to the bid deadline (date and time). It is ultimately your responsibility to check and acknowledge all amendments and addendums.

FIRM:	Cubic Transportation Systems, Inc.				
REPRESENTATIVE:	Cindy Adamos				
TITLE:	Contracts/Subcontracts Director	PHONE NO:	(858) 505-2787		
E-MAIL:	Cindy.adamos@cubic.com	FAX NO:	(858) 277-1878		
ADDRESS:	5650 Kearny Mesa Rd.				
CITY:	San Diego	STATE:	CA	ZIP CODE:	92111
SIGNATURE:				DATE:	09/07/2020

This name and address will be used for all correspondence related to the Request for Proposal.

Firm **does** / **does not** (circle one) intend to respond to the Request for Proposal.

Mobile Ticketing and Advanced Fare Collection System

14.3. Addendum 1



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

**REQUEST FOR PROPOSAL**  
**Mobile Ticketing and Advanced Fare Collection System**  
Addendum #1  
August 17, 2020

Table of Contents:

1. Acknowledgment of the Receipt of Addendum
2. Pre-proposal Video Conference Attendee list.
3. Pre-proposal conference presentation copy.
4. Link to recording of video conference (including any verbal answers to questions) and copy of written questions submitted through "Question box".
5. Letter dated 7/28/20 by Hinshaw and Culberston, LLP regarding Pre-proposal Conference and response by VCTC dated 8/11/20.
6. Existing Vendors Contact List – Fare Collection, Communications and CAD/AVL

---


Ventura County Transportation Commission

VCTC RFP No: 20-710  
Title: Mobile Ticketing and Advanced Fare Collection System  
Issued: July 10, 2020  
Due: Sept. 1, 2020  
Addendum: No. 1

---

**Item #1: Acknowledgement of Receipt of Addendum**

The undersigned acknowledges receipt of **Addendum #1 to VCTC RFP No. 20-710**. This receipt must be included with your firm's proposal. Any proposal submitted without a completed Acknowledgement of Receipt of Addendum may be deemed non-responsive and discarded.

  
\_\_\_\_\_  
Authorized Signature

09/07/2020  
\_\_\_\_\_  
Dated

Cindy Adamos  
\_\_\_\_\_  
Printed Name

Cubic Transportation Systems, Inc.  
\_\_\_\_\_  
Company/Firm



Mobile Ticketing and Advanced Fare Collection System

14.4. Addendum 2



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

**REQUEST FOR PROPOSAL**  
**Mobile Ticketing and Advanced Fare Collection System**  
Addendum #2  
August 17, 2020

Table of Contents:

1. Acknowledgment of the Receipt of Addendum
2. Questions submitted during the Pre-proposal Conference and VCTC's written answers
3. Questions submitted via email regarding the RFP and VCTC's responses

---

Ventura County Transportation Commission

VCTC RFP No: 20-710  
Title: Mobile Ticketing and Advanced Fare Collection System  
Issued: July 10, 2020  
Due: Sept. 1, 2020  
Addendum: No. 2

---

**Item #1: Acknowledgement of Receipt of Addendum**

The undersigned acknowledges receipt of **Addendum #2 to VCTC RFP No. 20-710**. This receipt must be included with your firm's proposal. Any proposal submitted without a completed Acknowledgement of Receipt of Addendum may be deemed non-responsive and discarded.

Authorized Signature

09/07/2020

Dated

Cindy Adamos

Printed Name

Cubic Transportation Systems, Inc.

Company/Firm



Mobile Ticketing and Advanced Fare Collection System

14.5. Addendum 3



Ventura County Transportation Commission  
950 County Square Drive #207  
Ventura, CA 93003  
805.642.1591

---

**REQUEST FOR PROPOSAL**  
**Mobile Ticketing and Advanced Fare Collection System**  
**Addendum #3**  
**August 20, 2020**

**Table of Contents:**

1. Acknowledgment of the Receipt of Addendum
2. Amendment to the RFP: Extension of Proposal Due Date to September 9, 2020.

---


**Ventura County Transportation Commission**

VCTC RFP No: 20-710  
Title: Mobile Ticketing and Advanced Fare Collection System  
Issued: July 10, 2020  
Due: Sept. 9, 2020  
Addendum: No. 3

---

**Item #1: Acknowledgement of Receipt of Addendum**

The undersigned acknowledges receipt of **Addendum #3 to VCTC RFP No. 20-710**. This receipt must be included with your firm's proposal. Any proposal submitted without a completed Acknowledgement of Receipt of Addendum may be deemed non-responsive and discarded.

  
\_\_\_\_\_  
Authorized Signature

**Cindy Adamos**  
\_\_\_\_\_  
Printed Name

**09/07/2020**  
\_\_\_\_\_  
Dated

**Cubic Transportation Systems, Inc.**  
\_\_\_\_\_  
Company/Firm

14.6. Attachment E – Certification of Restrictions on Lobbying

***Attachment E - Certification of Restrictions on Lobbying***

**RETURN THIS FORM WITH YOUR PROPOSAL**

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,-
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against 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;
3. Are not 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 paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), Cubic Transportation Systems, Inc.

CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.



Signature of Contractor's Authorized Official

09/07/2020

Date

Cindy Adamos, Contracts/Subcontracts  
Director

Typed Name and Title of Contractor's Authorized Official




July 10, 2020

Ventura County Transportation Commission RFP 20-710  
RFP For Mobile Ticketing and Advanced Fare Collection System

### Lobbying Certification

As required by U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, I certify to the best of my knowledge and belief that for each application for federal assistance exceeding \$100,000: (1) No Federal appropriated funds have been or will be paid, by or on behalf of Nationwide Fleet Installations, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress pertaining to the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and (2) If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, I assure that Standard Form-LLL, "Disclosure Form to Report Lobbying," would be submitted and would include all information required by the form's instructions.

I understand that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing Federal assistance for a transaction covered by 31 U.S.C. 1352. I also understand that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

8/21/20  
\_\_\_\_\_  
Date

Daniel Mancha, Field Operations Manager  
\_\_\_\_\_  
Typed Name and Title of Contractor's Authorized Official

14.7. Attachment F – Disadvantaged Business Enterprise

***Attachment F - Disadvantaged Business Enterprise***

**RETURN THIS FORM WITH YOUR PROPOSAL**

Cubic Transportation Systems, Inc. \_\_\_\_\_ hereby certifies that all reasonable efforts have been made to secure maximum disadvantaged business enterprise (DBE) participation in this contract.

BY: N/A – No DBE goal was established for this procurement  
Authorized Official

\_\_\_\_\_  
Title

Please include on a separate sheet the names, addresses of all DBEs contacted or that will participate in the contract, the scope of work, dollar amount of for each participating DBE. Also describe all efforts which have been made to secure maximum DBE participation.

**All participating DBEs must complete the DBE affidavit, attached.**

Mobile Ticketing and Advanced Fare Collection System

14.8. Affidavit of Disadvantaged Business Enterprise

Not Applicable. Our selected installation contractor is a Disadvantaged Business Enterprise but has not yet completed certification in the State of California.

14.9. Attachment G – Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters

**Attachment G - Certification of Primary Participant Regarding Debarment, Suspension, and other Responsibility Matters**

RETURN THIS FORM WITH YOUR PROPOSAL

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY  
MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; -
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against 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;
3. Are not 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 paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), Nationwide Fleet Installations CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

[Signature]

Signature of Contractor's Authorized Official

8/21/20

Date

Daniel Mancha, Field Operations Manager  
Typed Name and Title of Contractor's Authorized Official




## CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for an FTA grant or cooperative agreement, or Potential Contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, -
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against 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;
3. Are not 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 paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICATION FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), Nationwide Fleet Installations  
CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET. SEQ. ARE APPLICABLE THERETO.

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

8/21/20  
\_\_\_\_\_  
Date

Daniel Mancha, Field Operations Manager  
\_\_\_\_\_  
Typed Name and Title of Contractor's Authorized Official



14.10. Attachment I – Proposal Declaration Form

***Attachment I - Proposal Declaration Form***

**VENTURA COUNTY TRANSPORTATION COMMISSION**

**Automated Vehicle Location & Passenger Information  
System Request for Proposals No. 20-710**

**PROPOSAL DECLARATION FORM**

To: Ventura County Transportation Commission

Pursuant to and in compliance with your Request for Proposals, calling for proposals and related documents, the undersigned proposer, having familiarized himself with the terms and conditions of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done and the drawings and specifications and other contract documents, proposes and agrees to perform the contract within the time stipulated; including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this proposal and all in strict conformity with the drawings and specifications and other contract documents, including addenda numbers 1 to 3.

The proposer has carefully examined the plans and specifications for this project prepared and furnished by Ventura County Transportation Commission and acknowledge their sufficiency.

It is understood and agreed that the work under the contract shall commence by the proposer, if awarded the contract, on the date to be stated in Ventura County Transportation Commission's "Notice to Proceed."

I, the proposer identified below, declare under penalty of perjury, that the information provided and representations made in this bid are true and correct and that this declaration was executed on:


7<sup>th</sup> day of SEPTEMBER, 2020

NAME OF PROPOSER: Cubic Transportation Systems, Inc.

CORPORATE OR  
COMPANY NAME: Cubic Transportation Systems, Inc.

ADDRESS: 5650 Kearny Mesa Rd.; San Diego, CA 92111

TELEPHONE: (858) 505-2787 FAX: \_\_\_\_\_

SIGNATURE:  DATE: 09/07/2020

14.11. Buy America

**Buy America** (Required for Construction Projects and Materials and Supplies greater than \$100,000)

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

**BUY AMERICA CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL, IRON, OR MANUFACTURED PRODUCTS.**

**Certificate of Compliance with 49 U.S.C. 5323(j)(1)** The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.5.

Date 09/07/2020

Signature \_\_\_\_\_

Company Name Cubic Transportation Systems, Inc.

Title Cindy Adamos, Contracts/Subcontracts Director

**Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)** The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_



Mobile Ticketing and Advanced Fare Collection System

14.12. Bus Testing Certification

**Bus Testing Certification** *(Required for Rolling Stock Purchases)*

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:

1. A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
2. A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
3. If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
4. If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS**

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665. The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date:

Not Applicable

Signature:

Company Name:

.

Title:

## 15. Cubic Interactive

### 15.1. Introduction

Cubic Interactive is a fully integrated loyalty and digital advertising platform provided as a service. This innovative loyalty rewards platform includes expansion capabilities that will allow VCTC to enhance passenger engagement, while providing advertising revenues with the ability to offer incentives and coupons to passengers.

Designed for the digital age, Cubic Interactive connects VCTC with individual customers, brands, and sponsors, providing unique access to highly engaged demographic targets, and by doing so, generates additional revenue and engagement opportunities. At the same time, the platform offers VCTC customers an opportunity to subsidize travel costs and to earn loyalty points and coupons for redemption at local retailers, restaurants, and attractions.

Cubic Interactive is operate on a secure cloud platform which exposing application programming interfaces (APIs) that enable integration with other platforms such as a ticket vending machine or a Transit Partner website.

Cubic Interactive, launched with Miami Dade Transit (MDT), issued over 3,500,000 loyalty points in the first 60 days of operation, worth an equivalent cash value for free transit of over \$17,000. Over 200,000 advertising videos have been watched with over 1,000 free transit tickets having been awarded to MDT passengers. Not only has DTPW been able to generate direct revenue from the advertising, but all tickets issued to transit riders have been full fare and paid to MDT creating a secondary ticketing revenue stream. It is also worth noting that over 60% of all monthly active mobile app users in Miami have registered for the loyalty program.

Cubic Interactive is being offered to VCTC subject to the features and level of service selected, as a zero-cost solution. In fact, Cubic Interactive will endeavor to generate revenue for VCTC

### 15.2. Use Case – Miami-Dade Transit

On January 2nd, 2020 Cubic and MDT launched Cubic Interactive inside the brand-new Miami GO app. Since that date, Cubic Interactive has:

- Issued over 3,500,000 Stars points with a cash value of over \$17,000
- Redeemed more than 1.5M Stars for over 1,000 MDT tickets
- Recorded over 1.2M ad impressions with more than advertising videos watched.



## Mobile Ticketing and Advanced Fare Collection System

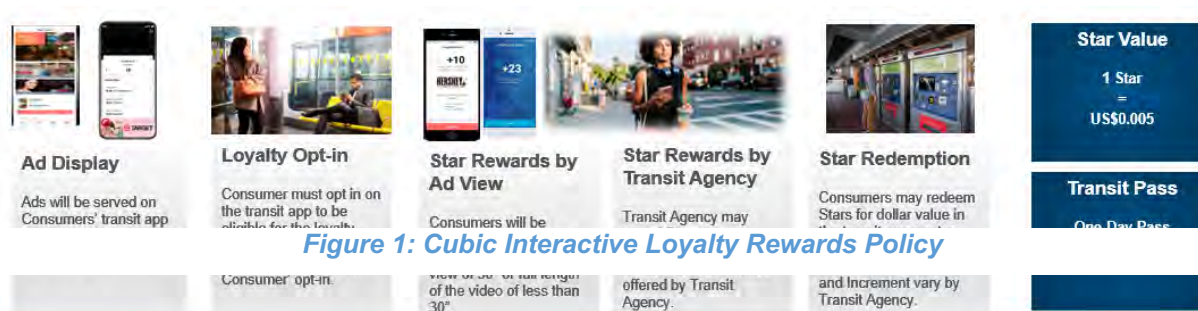
MDT issues “Cubic Stars”, our coalition points scheme detailed in the following sections. Customers in Miami earn Stars by engaging/watching advertising content. Once the customer has enough Stars, they may redeem their Stars for free DTPW transit tickets.

Cubic Interactive creates a two-fold benefit for MDT: 1) Cubic Interactive generates advertising revenue; and 2) Customers redeem their Stars for MDT tickets which return their full face value in fare revenue

### 15.3. Loyalty and Advertising

As is true for any platform-as-a-service offering, Cubic Interactive recognizes the need for continuous enhancements in order to maintain its “best of breed” position and to provide passengers with interesting, engaging and compelling content. Such enhancements, unless otherwise disclosed, are for the benefit of the platform and are provided without additional cost to our clients.

Cubic Interactive allows transit agencies to incentivize passengers by encouraging desired ridership behaviors (e.g. select non-peak hours for riding) while providing rewards linked to advertisements.



**Figure 1: Cubic Interactive Loyalty Rewards Policy**

Loyalty Reward Policy				
<b>Star Expiration</b> Consumers will forfeit all accumulated Stars if their account is inactive for 12 consecutive months.	<b>Star Opt-out</b> Consumers may opt out of the loyalty program in the transit app. Consumer will forfeit all accumulated Stars once the opt-out is complete.	<b>Star Transfer</b> Stars cannot be transferred from one user's Star account to the other user's Star account.	<b>Star Settlement</b> 1 Star = US\$0.005	<b>Star Purchase</b> 1 Star = US\$0.01

Mobile Ticketing and Advanced Fare Collection System

Cubic Interactive could be connected to the Transit Partner websites and existing mobile apps subject to integration by the Transit Partners or their IT service providers. Cubic Interactive will also be integrated with the Passenger Portal and Mobile App as an integral part of the TouchPass product roadmap.

1. C – COST PROPOSAL - FORM #C-1

**C – COST PROPOSAL - FORM #C-1**

Cost Form C-1: Implementation Period				
Category: Item	Unit Price	Quantity	Extended Price	Recurring? Y/N
<b>Validation:</b>				
TouchPass Reader	\$1,150.00	178	\$204,7000.00	N
Reader Installation kit	\$148.50	163	\$24,205.50	N
TouchPass Cards	\$2.00	26,000	\$52,000.00	N
Paper Tokens	\$0.02	145,000	\$2,900.00	N
<b>Communications:</b>				
N/A	N/A	N/A	N/A	N/A
<b>Software:</b>				
N/A	N/A	N/A	N/A	N/A
<b>Labor:</b>				
N/A	N/A	N/A	N/A	N/A
<b>Services:</b>				
Reader Installation	\$500.00	163	\$81,500.00	N
System Launch Services	\$16,000.00	8	\$128,000.00	N
Extended Warranty	\$600.00	178	\$106,800.00	N
GOVCBus App Integration	\$95,000.00	1	\$95,000.00	N
<b>Subtotal: Implementation</b>			<b>\$695,105.50</b>	



EXHIBIT F

PROJECT MILESTONES PAYMENT SCHEDULE

MILESTONE PAYMENT SCHEDULE Implementation Period						
No.	Milestone Name	Description of Milestone (e.g. deliverables achieved and/or items included in payment)	Proposed by Date	Payment	Less Retainage (8% on Launch Services, 5% otherwise)	Due
1	Contract Signing	Launch Services	NTP	\$ 128,000.00	\$ 10,240.00	\$ 117,760.00
2a	Installation	VCTC	NTP + 2 months	\$ 18,000.00	\$ 900.00	\$ 17,100.00
2b		GCAT	NTP + 2 months	\$ 30,500.00	\$ 1,525.00	\$ 28,975.00
2c		SVT, TOT, VE	NTP + 3 months	\$ 19,000.00	\$ 950.00	\$ 18,050.00
2d		CAT, MT, OTS	NTP + 4 months	\$ 13,500.00	\$ 675.00	\$ 12,825.00
2e		CAT (Driver Control Unit, Antenna, Modem, M2M Fee)	NTP + 4 months	\$ 4,030.00	\$ 201.50	\$ 3,828.50
3a	Equipment Delivery	VCTC	NTP + 3 months	\$ 46,746.00	\$ 2,337.30	\$ 44,408.70
3b		GCAT	NTP + 3 months	\$ 79,208.50	\$ 3,960.43	\$ 75,248.08
3c		SVT, TOT, VE	NTP + 4 months	\$ 49,343.00	\$ 2,467.15	\$ 46,875.85
3d		CAT, MT, OTS	NTP + 4 months	\$ 35,059.50	\$ 1,752.98	\$ 33,306.53
3e		CAT (Driver Control Unit, Antenna, Modem)	NTP + 4 months	\$ 31,180.50	\$ 1,559.03	\$ 29,621.48
3f		Spare Units delivered to VCTC main office	NTP + 4 months	\$ 18,400.00	\$ 920.00	\$ 17,480.00
4	Mobile App and Fare Media Delivery	Cubic/Moovit Mobile app available for use and fare media (26,000 Cards and 145,000 Paper Tokens) received.	NTP + 3 months	\$ 54,900.00	\$ 2,745.00	\$ 52,155.00
5	Final System Acceptance issued	100% fleet passed acceptance testing, and 100% back-end system passed acceptance testing, all other testing completed successfully and VCTC issues formal System Acceptance	NTP + 4 months	\$ 30,233.38	N/a	\$ 30,233.38
Operations Term						
No.	Item Name	Description of Achievement	Proposed by Date	Payment	Less Retainage	Due
Y1	Operations Term: Year 1 Start	Conclusion of Implementation Period	NTP + 3 months	Variable	N/a	TBD
Y2	Operations Term: Year 2 Start	Conclusion of Year 1	NTP + 15 months	Variable	N/a	TBD
Y3	Operations Term: Year 3 Start	Conclusion of Year 2	NTP + 27 months	Variable	N/a	TBD
Y4	Operations Term: Year 4 Start	Conclusion of Year 3	NTP + 39 months	Variable	N/a	TBD
Y5	Operations Term: Year 5 Start	Conclusion of Year 4	NTP + 51 months	Variable	N/a	TBD

EXHIBIT G

**INCOMM SALES AND RELOAD NETWORK TERMS AND CONDITIONS**

This Exhibit G ("Exhibit") is made between CONTRACTOR and AGENCY and is governed by, and incorporated by reference into the Agreement.

1. Program

Interactive Communications International, Inc. ("InComm") will provide products and services associated with the production, retail distribution, loading and reloading of electronic fare media, which shall be implemented at AGENCY's option, subject to final approval by InComm, over time as set forth herein and in Exhibit G1 "Statement of Work" (SOW).

2. Compensation

Reload Network Load/Reload Fees

Load/Reload Fees are applicable for loading and/or reloading of stored value to TouchPass Accounts within the InComm Reload Network at an associated InComm retailer and are not applicable for any loading and/or reloading of TouchPass Accounts on the TouchPass Passenger Portal, Mobile App, Merchant Portal or Administrative Console or any other sales channel supported by the TouchPass Hosted Services other than the InComm Reload Network. Load/Reload Fees are a percentage based on the total stored value loaded for pre-existing TouchPass Accounts and TouchPass Accounts created by the sale of a TouchPass Card by the retailer as part of the same transaction. The stored value is added to the TouchPass Account associated with the fare media (e.g. TouchPass Card, smartphone) presented by the consumer. Load/Reload Fees are inclusive of the amounts to be paid to InComm and/or an InComm retailer. Net Proceeds, less Load/Reload Fees, shall be transmitted directly to the AGENCY designated account.

Reload Network Load/Reload Fee – Total Commission Margin: 3.5% of the value loaded onto cards issued by AGENCY, plus all applicable taxes. This cost is incurred when value is loaded to any TouchPass Account, regardless of the form of fare media (e.g. contactless card, smartphone) associated with the TouchPass Account.

Card Production Fees (Subject to a separate agreement to be entered into between the AGENCY and InComm)

Card Production Fees are applicable for TouchPass Card manufacturing, printing packaging and delivery to an InComm warehouse for distribution via the InComm Sales Network. These Card Production Fees are applicable only when TouchPass Cards are ordered from InComm and are estimates only. Actual fees may vary depending on (i) the then-current cost of cards and chip modules to InComm, (ii) agency's specifications for the cards, (iii) agency's requirements for printing of graphics, text and variable elements on the card, and d) agency's requirements for packaging.

Card Production Fees (estimate): \$2.00/card plus all applicable taxes

Card Distribution Fees (Subject to a separate agreement to be entered into between the Agency and InComm)

Card Distribution Fees are applicable for the sale of TouchPass Cards to consumers via the InComm Sales Network. These Card Distribution Fees are applicable only when TouchPass Cards are sold by at an associated InComm retailer and are not applicable for sales or replacement of cards performed by AGENCY or AGENCY-authorized third parties using the TouchPass Merchant Portal or Administrative Console or any other sales channel supported by the TouchPass Hosted Services other than the InComm Sales Network.

Card Distribution Fees: \$1.00/card plus all applicable taxes

3. Flow of Funds

For the sales and activations of TouchPass Cards or completion of load/reload transactions at retail points of sale using the Retail Sales Network or InComm Reload Network, InComm shall transmit net proceeds due to AGENCY by electronic funds transfer to the AGENCY's designated bank account on a daily net 7 basis.

4. Termination Right of InComm

InComm shall have the right to terminate services under this Addendum immediately upon written notice to Agency and Delerrok in the event that (i) InComm or any InComm retailer is deemed, or (ii) InComm reasonably determines that InComm or any InComm retailer may be deemed, a “seller of prepaid access” or “provider of prepaid access” (as each term is defined under 31 CFR 1010.100(ff) or any successor provision) as a result of their respective activities related to participation in the Retail Sales Network or Retail Distribution Network.

5. Agreement for Use of Services

By using the InComm Retail Reload Network, InComm Sales Network or InComm Card Production Services, AGENCY agrees to pay the fees and accepts the terms and conditions defined within this Addendum A and to provide an EFT Funds Authorization form and a W9 Request for Taxpayer Identification Number and Certification form to facilitate the electronic transfer of funds from InComm.

EXHIBIT G1  
InComm Reload and Card Distribution Network  
Statement of Work

InComm Reload Network

Task	Deleerok	InComm	AGENCY
Retailer recruitment, relationship management and contract management		X	
Reload Network setup, training, management and maintenance		X	
Retailer funds collection and reconciliation		X	
Retailer commission payment		X	
Retailer marketing program management		X	
Retailer technical support		X	
AGENCY Reload Network account creation and management	X	X	X
AGENCY-specific Reload Network configuration and testing	X	X	
AGENCY Code creation	X		
TouchPass Card Specification creation, maintenance and distribution	X		
Unpackaged TouchPass Card manufacturing, encoding and delivery to AGENCY	X		Option
AGENCY-specific testing with Retailer systems	X	X	
AGENCY funds remittance and reconciliation		X	X
AGENCY fee calculation and collection		X	
AGENCY reload program marketing			X
Accept and process passenger requests for reloads of stored value to TouchPass accounts		X	
Submit stored value reload requests to TouchPass		X	
Reload Network transaction reporting	X	X	
Integration with TouchPass System	X	X	
Reload Network – TouchPass Interface setup, operation and maintenance	X	X	
Accept and process stored value reload transactions from InComm	X		
Accept reloaded stored value for fare payments on AGENCY vehicles	X		X
TouchPass technical support	2 <sup>nd</sup> /3 <sup>rd</sup> Tier		1 <sup>st</sup> Tier

InComm Card Production and Distribution Network

Task	Deleerok	InComm	AGENCY
Retailer recruitment, relationship management and contract management		X	
Card Distribution Network setup, training, management and maintenance		X	
Accept and process passenger requests for TouchPass Card purchase, activation and loading		X	
Retailer funds collection and reconciliation		X	
Retailer commission payment		X	
Retailer card sales marketing program management		X	
Retailer technical support		X	
AGENCY Card Distribution Network account creation and management		X	
AGENCY Code creation	X		
AGENCY UPC creation		X	
TouchPass Card Specification creation, maintenance and distribution	X		
Card order file generation	X		
Card production and packaging		X	Option
Card re-order processing		X	Option
Card package warehousing and distribution		X	
AGENCY-specific Card Distribution Network configuration and testing		X	
AGENCY-specific testing with Retailer systems	X	X	
AGENCY funds remittance and reconciliation		X	
AGENCY fee calculation and collection		X	
Submit sales, activation and load requests to TouchPass		X	
Card sales and load transaction reporting	X	X	
Integration with TouchPass System	X	X	
Reload Network – TouchPass Interface setup, operation and maintenance	X	X	
Accept and process card sales, activation and load requests from InComm	X		
Accept InComm-sold cards and stored value for fare payments on AGENCY vehicles	X		X
TouchPass technical support	2 <sup>nd</sup> / 3 <sup>rd</sup> Tier		1 <sup>st</sup> Tier