



**MORONGO BASIN TRANSIT AUTHORITY  
(BASIN TRANSIT)**

**REQUEST FOR PROPOSAL (RFP) NO. 24-01**

***Notice to Contractors, Instructions to Bidders,  
Special Provisions, Proposal & Contract to:***

**DESIGN, INSTALL AND MAINTAIN**

**Onboard Passenger Information System (OPIS)**

**TRANSMIT PROPOSALS TO:**

Cheri Holsclaw, General Manager  
Basin Transit  
62405 Verbena Road  
Joshua Tree CA 92252

Questions regarding the solicitation process and the scope of work should be directed to Cheri Holsclaw at [cheri@basin-transit.com](mailto:cheri@basin-transit.com) or 760.366.2986. All questions should be submitted in writing by mail, or e-mail no later than no later than Monday, March 25, 2024, by 3:00pm These questions, along with their answers, will be forwarded to all firms that have notified Basin Transit of their interest in submitting a proposal.

## TABLE OF CONTENTS

SECTION I - RFP KEY DATES .....	3
SECTION II - NOTICE OF REQUEST FOR PROPOSALS (RFP) No. 24-01.....	4
SECTION III - PROPOSAL SCHEDULE.....	5
SECTION IV - INTRODUCTION & BACKGROUND .....	7
SECTION V - SCOPE OF WORK .....	10
SECTION VI - GENERAL INFORMATION .....	17
SECTION VII - FORMAT OF PROPOSALS .....	20
SECTION VIII - EVALUATION PROCESS .....	24
ATTACHMENT A - RFP CHECKLIST FORM.....	27
ATTACHMENT B - RFP 24-01 COST PROPOSAL FORM.....	28
ATTACHMENT C - REFERENCES.....	29
ATTACHMENT D - DESIGNATED CONTACTSLIST .....	30
ATTACHMENT E - CONTRACTOR AGREEMENT .....	31
ATTACHMENT F – SUMMARY OF BASIN TRANSIT’S REVENUE VEHICLES .....	39
AGREEMENT ATTACHMENT 1 – INSURANCE REQUIREMENTS .....	40
AGREEMENT ATTACHMENT 2 – DISADVANTAGED BUSINESS ENTERPRISE .....	42

## **SECTION I - RFP KEY DATES**

Friday, March 1, 2024	RFP Issue Date
Thursday, March 14, 2024 at 10:00am	Pre-Proposal via online/zoom meeting - see Section III.C
Monday, March 25, 2024 by 3:00pm	Question Submittal and Deadline to notify Basin Transit of Interest to Submit a Proposal
Friday, April 5, 2024 by 3:00pm	Basin Transit Responses to Questions
Wednesday, May 1, 2024 by 3:00pm	Proposal Due Date
To Be Determined	Vendor Interviews (If Needed)
To Be Determined	Recommendation to Basin Transit Board for Contract Approval
To Be Determined	Notice to Proceed

Note that all times referenced in this Request for Proposal are based on Basin Transit's local time which is Pacific Standard Time (PST).

**SECTION II - NOTICE OF REQUEST FOR PROPOSALS (RFP) No. 24-01**  
**Onboard Passenger Information System (OPIS)", (hereinafter referred to as "Project")**

Morongo Basin Transit Authority (branded and operated as Basin Transit) invites proposals from qualified firms to provide services to design, install and maintain an Onboard Passenger Information System ("OPIS") for Basin Transit's services. A detailed Scope of Work is identified in this RFP in Section V.

Firms intending to submit proposals should note the "Key RFP Dates" on page 3 of this RFP. The RFP updates and addenda, together with other important information are available on Basin Transit's website at [www.basin-transit.com/procurement/](http://www.basin-transit.com/procurement/). Firms are requested to check the website periodically, and no less frequently than weekly, for RFP updates, addenda and other information. All proposers will be held accountable for compliance with all updates, addenda and other information posted on the website. Please note that Basin Transit will not be responsible for mailing any addenda, schedule updates or other information to any firm. Firms submitting proposals will be evaluated based on qualifications, prior experience with the same or similar type of services identified in the attached Scope of Work, proposed staffing, the firm's understanding of the needs and requirements of the Project as identified in this RFP, and overall best value to Basin Transit.

Proposals are due on or before **3:00pm, Wednesday, May 1, 2024**. A Pre-Proposal Conference is scheduled for 10:00am, Thursday, March 14, 2024 via an online meeting/zoom (refer to Section III.C for connectivity instructions). Although participation in this conference is not mandatory, Basin Transit strongly encourages potential proposers to participate.

All firms interested in proposing, as well as all questions related to this RFP must be put in writing and emailed to Basin Transit by no later than Monday, March 25, 2024 by 3:00pm. The Subject of the email should be Titled "Intent to propose and Questions for RFP #24-01" and submitted electronically to: [cheri@basin-transit.com](mailto:cheri@basin-transit.com). Questions received after the deadline may or may not be responded to at the Basin Transits' sole discretion.

Should a contract be awarded, the awarded firm will be required to comply with all applicable laws and regulations including but not limited to, equal opportunity laws and regulations. Firms using subcontractors are encouraged to subcontract with small and disadvantaged business enterprises (DBEs) to the maximum extent possible.

Basin Transit intends to utilize State and/or local revenue to fund this project. The award of this contract is subject to the availability, appropriation and receipt of State and/or local funds sufficient to carry out the work identified in this RFP. This contract will not be subject to Federal requirements.



---

Cheri Holsclaw, General Manager

03/01/24

---

Date

## **SECTION III - PROPOSAL SCHEDULE**

### **A. SCHEDULE**

The RFP will follow the schedule outlined on page 3 of the RFP. It is the responsibility of proposers to check the website periodically, for RFP updates, addenda and information that may change or be added post RFP release. Note that Basin Transit will not be responsible for mailing addenda, schedule updates or other information to any firm.

### **B. ADDENDA**

Any changes to this RFP will be made by written addendum. Basin Transit will not be bound to any modifications to or deviations from the requirements set forth in this RFP as a result of any oral discussions and/or instructions. Proposers shall acknowledge receipt of any addenda in their proposal and will be held accountable for compliance with all updates, addenda and other information posted on the website.

### **C. PRE-PROPOSAL CONFERENCE**

An online/zoom Pre-Proposal Conference is scheduled for 10:00am, Thursday, March 14, 2024. The Conference is online only, as Basin Transit will not host proposers at their offices. To register for the Pre-Proposal meeting, email [cheri@basin-transit.com](mailto:cheri@basin-transit.com) by 12:00pm (PST), March 13, 2024.

Be aware that all proposers will be held accountable for compliance with all information and instructions given at the Pre-Proposal Conference.

### **D. QUESTIONS, NOTIFICATION AND RESPONSES**

Proposers are encouraged to submit questions regarding the RFP and the Scope of Work ("SOW") via email, prior to 3:00pm on Monday March 25, 2024. This is also the deadline to notify Basin Transit, in writing, of your firm's interest in submitting a proposal. This notification does not bind your firm in submitting a proposal, it merely allows Basin Transit the ability to track and if needed, communicate with all interested proposers in a timely manner. Questions submitted by the deadline, along with questions and answers from the Pre-Proposal Conference, and Basin Transit's responses to all questions, will be forwarded to all prospective proposers via email by no later than Friday, April 5, 2024 by 3:00pm **Forward questions and notify Basin Transit of your interest to propose, to:** Cheri Holsclaw, General Manager at [cheri@basin-transit.com](mailto:cheri@basin-transit.com).

Proposers, nor anyone representing a proposer, shall not discuss the RFP with any Basin Transit Board Member, or any other officer or employee or contractor of Basin Transit or its member agencies and their appointed or elected officials, other than the staff identified herein. Any party attempting to influence any part of the proposal submittal or evaluation process through ex parte contact with any Basin Transit officials may result in Basin Transit rejecting their proposal and disqualification of the proposer.

### **E. CONTRACT TYPE**

Basin Transit anticipates a firm-fixed price contract will be used as the approach for the Project and the resulting contract. Any work provided by the consultant that is not specifically covered by the contract will not be reimbursed. Please refer to the professional services agreement template in Attachment E, for detailed information.

### **F. INFORMED PROPOSER**

Proposers shall review the Scope of Work, (Section V) and other attachments for a

complete understanding of the RFP terms and conditions. Proposers are expected to be fully aware of the conditions, requirements, and SOW before submitting any proposal. Failure to do so will be at the proposer's own risk. By submitting a proposal, the proposer represents that it is legally qualified and fully capable of performing quality work to achieve Basin Transit's objectives and comply with all requirements identified in this RFP.

#### **G. CONFLICT OF INTEREST**

Any person or firm that has assisted Basin Transit in preparing any aspect of this RFP or any cost estimate associated with this project is prohibited from submitting a proposal in response to this RFP. Firms that received assistance from any such person or entity, or who will use the services of such person or entity in performing the work will be disqualified. A firm that is prohibited from submitting a proposal in response to this RFP will not be prevented from participating in future projects to the extent that no direct conflict of interest exists at the time.

By submitting a proposal in response to this RFP, the prospective consultant warrants that he/she/they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this agreement; that no appointed or elected official, member or other officer or employee of Basin Transit or its member agencies is interested directly or indirectly, in any manner whatsoever in or in the performance of the agreement or in the supplies, work or business to which it relates or in any portion of the profits thereof; or has been or will be offered or given any tangible consideration in connection with this proposal and/or agreement. Prospective consultant covenants that neither prospective consultant nor, to the best of the prospective consultant's knowledge after diligent inquiry, any director, officer, owner or employee of the firm has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the agreement. In the event that the prospective consultant has no prior knowledge of a conflict of interest as set forth above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, prospective consultant shall promptly bring such information to the attention of General Manager as soon as it is known, prospective consultant shall thereafter cooperate with Basin Transit's review and investigation of such information, and comply with any instruction it receives from the General Manager in regard to remedying the situation.

## **SECTION IV - INTRODUCTION & BACKGROUND**

### **A. INTRODUCTION**

Morongo Basin Transit Authority (branded and operated as Basin Transit or "Basin Transit") seeks proposals from qualified firms to establish a contract to supply Basin Transit with the following services: design, provide, and install the specified Onboard Passenger Information System at hosted locations, and on-board Basin Transit vehicles. The specific work requirements are detailed in Scope of Work - Section V.

### **B. BACKGROUND**

Basin Transit is a joint powers agency and operates public transit services in 10 desert communities including Yucca Valley, Twentynine Palms, Joshua Tree, and unincorporated areas within San Bernardino County, extending south to Palm Springs in neighboring Riverside County. Much of the Morongo Basin's residential and commercial development is along the State Route 62 corridor between Yucca Valley in the west and Twentynine Palms in the east. This development parallels the northern border of Joshua Tree National Park and is largely the service area for Basin Transit routes. Two regional, long-distance routes, 12 and 15, connect the Morongo Basin to Palm Springs.

Basin Transit runs three types of routes: neighborhood shuttles, intercity service, and longer-distance service to Palm Springs. The majority of Basin Transit's neighborhood shuttle routes run between 18 and 24 miles in length; Route 21 runs on a 48-mile loop; the intercity route runs between 27 and 43 miles; and the longer-distance routes run between 39 and 79 miles, depending on point of origin relative to Palm Springs.

While most bus routes have designated fixed stops, in some areas there are no posted bus stops, and passengers may flag the driver to board. Deviations to the fixed route are also available to passengers who are unable to get to regular fixed stops by reserving at least one hour in advance. All routes will deviate up to ¾-mile, except for Route 21, which will deviate up to 1.5 miles. These deviations add slight variability and unpredictability both to the length of runs and blocks, and to the terrain over which the buses operate.

There are eight light-duty vehicles (non-revenue) that are used to assist in daily operations, maintenance, supervision and dispatch.

Dispatching of vehicles and communication with the drivers is conducted from the Joshua Tree facility. Basin Transit does not currently utilize changeable message signs nor electronic message boards at any bus stops or transit centers. Basin Transit does not anticipate the project to integrate with any other public agency's systems or networks. The only integration requirement is to upload data/provide a handshake to TransTrack software platform, which provides integrated analytics and data management tools (discussed further in Section V).

Basin Transit allows riders to purchase passes ahead of time using their phone with the Token Transit app, or paying with cash when boarding the bus. Free fares are eligible for small children (age 5 or under) and students K-12 during FY2023/24 and FY2024/25. Fare discounts are available to senior citizens (age 60 and over) and people with disabilities. More details can be found at <http://basin-transit.com/fares/>.

<b>FARE TYPES</b>	<b>COST</b>	
<b>Intercity Highway Routes (1A, 1B &amp; 1X)</b>		
Adults	\$2.50	
Seniors/Disabled	\$1.25	
<b>Neighborhood Shuttle (3A, 3B, 7A, 7B &amp; 21)</b>		
Adults	\$1.25	
Seniors/Disabled	\$1.00	
<b>Route 12</b>	<b>1-Way</b>	<b>Round Trip</b>
Originating: 29 Palms	\$10.00	\$15.00
Originating: Joshua Tree or Yucca Valley	\$7.00	\$11.00
Originating: Morongo Valley	\$5.00	\$9.00
All Locations (Seniors/Disabled)	\$4.50	\$9.00
10-Ride Punch Pass (route 12 only)	\$42.00	
<b>Route 15</b>	<b>1-Way</b>	<b>Round Trip</b>
Originating: 29 Palms	\$20.00	\$25.00
Originating: Joshua Tree or Yucca Valley	\$17.00	\$21.00
Originating: Morongo Valley	\$15.00	\$19.00
All Locations (Seniors/Disabled)	\$14.50	\$19.00
<b>Bus Passes (Valid on routes 1, 3A, 3B, 7A, 7B &amp; 21)</b>		
Day Pass (Standard)	\$3.75	
Day Pass (Senior/Disabled)	\$3.00	
31-Day Go Pass (Standard)	\$40.00	
31-Day Go Pass (Senior/Disabled)	\$25.00	
<b>Ready Ride Services</b>		
Adult	\$5.00	
Seniors/Disabled	\$2.00	
10-Punch Discount Pass	\$12.50	
20-Punch Discount Pass	\$25.00	



### **C. BASIN TRANSIT'S RIGHTS**

Basin Transit reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in a proposal. Basin Transit reserves the right to withdraw or cancel this RFP at any time without prior notice and Basin Transit makes no representation that any contract will be awarded to any firm responding to this RFP. Basin Transit reserves the right to reject all proposals and to re-issue (or not re-issue) a new RFP for the same or similar Work. Basin Transit reserves the right to postpone proposal openings for its own convenience. Proposers may withdraw their proposals before the proposal submittal date by submitting a written request signed by an authorized representative of the firm and delivered to Basin Transit's General Manager.

Basin Transit makes no representation that any contract will be awarded to any firm responding to or as a result of this RFP. No Proposer shall have the right to make a claim against Basin Transit in the event Basin Transit accepts a proposal or does not accept any or all proposals.

### **D. PRE-CONTRACTUAL EXPENSES**

Basin Transit shall not be liable for any pre-contractual expenses incurred by Proposer and its team, in preparation or submittal of their proposal. The proposer shall not include any such expenses in their proposal. Prohibited pre-contractual expenses include any and all expenses incurred by the Proposer and its team prior to executing a contract and Basin Transit issuing a Notice to Proceed (NTP).

## SECTION V - SCOPE OF WORK

Basin Transit seeks to contract with a Consultant (referred throughout as Consultant Proposer, Firm, Team or Contractor) to design, install and maintain an Onboard Passenger Information System (referred throughout as Project, Program or System) for all of Basin Transit's routes. Activities include development, testing and implementation, as well as post-implementation support including, but not limited to, ongoing maintenance, product warranty and program enhancements (if requested) during the contract term. The services and goods to be provided shall be developed according to the RFP Scope of Work (SOW) and shall conform to the following concepts and requirements. Proposers will provide a written narrative explaining the methodology for completing the SOW.

### A. PROJECT GOALS

Basin Transit seeks a Consultant to develop and implement a System that achieves the following goals:

1. Accountability: ensure that Basin Transit is providing timely delivery of transit services in accordance with its published timetables, which will result in improved schedule adherence and timed transfers.
2. Real Time Passenger Information: provide real-time transit information to customers via in-vehicle passenger information systems, the Internet, Quick Response Codes (QR Codes), as well as mobile "apps" for iOS and Android smart phones.
3. Safety: Increase safety and security of Basin Transit's public transit system, through identification of vehicle location, improved video/camera connectivity and monitoring all resulting in expeditious response time during incidents and emergencies.
4. Communication: Reduce paperwork and improve/expedite communication between dispatch, drivers, mechanics, supervisory and administrative staff.
5. Transit Management: Increase the availability of data for Basin Transit's operations for the purposes of enhanced transit management, service planning and reporting.
6. Productivity: As a result of improved schedule adherence and easier passenger access to information, increase Basin Transit's ridership and improve customer satisfaction.

### B. CONCEPT OF OPERATIONS

In general, Basin Transit prefers an "out-of-the-box" system that is hosted and served from a central data center and provides password-protected accessibility from any Internet capable desktop, laptop, tablet or smart phone. Basin Transit intends to utilize the system for all of its public transit services, for tracking, scheduling, dispatching, passenger information and all other proposed purposes. By use of both digital map-based and tabular displays, Basin Transit's dispatchers will track and be able to identify locations of all revenue vehicles and be able to in real-time, observe onboard bus activity (in addition to storing video data). The capability to exchange status and command information between drivers and dispatch will result in a reduction of paperwork, reduce the need for voice traffic and result in clearer/documented instructions. From a customer service perspective, riders and staff will be able to monitor all bus locations and status in real time. The System shall be able to count all passengers by fare type as they board and disembark the buses.

The system will have the ability to track bus location versus schedule for each bus in service and inform the driver and dispatch when a variance exists (whether the bus is early or late, based on Basin Transit parameters which may vary from route to route). The system shall generate logs and data that record the operations and have the capability to generate ridership and operating reports. The System will simultaneously broadcast to customers and the public,

vehicle location and arrival times via Internet-connected devices. Basin Transit would also like to explore providing wi-fi onboard routes 12 & 15 and potentially all fixed route buses.

Since the System will track/report on vehicle locations, Basin Transit will have a greater understanding of where service issues impact on-time performance. Data from system operations shall be transmitted while the vehicle is in service and if necessary, at the end of the shift/workday through Basin Transit's wireless network at its facility. This will result in a wealth of data for Basin Transit to plan for new service and tailor existing service to best meet its mission and goals. The core system will be hosted in the "cloud" with assurances that Basin Transit receives the benefits of timely upgrades and enhancements, and information is available in a timely manner across all platforms.

### **C. GENERAL SCOPE**

In response to the RFP and SOW, the Proposer shall include all labor, freight, taxes, software, hardware, spare parts, warranty and any miscellaneous components necessary to implement a fully functioning Project to be maintained and supported by the Contractor for a period of not less than five (5) years, commencing from the date of final testing and acceptance of the system by Basin Transit. Although specific components were identified as the most beneficial technologies to realize Basin Transit's Project objectives, Basin Transit welcomes proposer recommendations that could improve the system (in addition to those components identified as optional, or, alternatives to components/hardware Basin Transit already owns/in use). The System shall meet Basin Transit's expectations and requirements to address Basin Transit's data needs in real-time and on demand, addressing:

1. system architecture;
2. hardware, software and functionality;
3. mobile capabilities;
4. querying, reporting and mapping;
5. security;
6. performance;
7. communications needs and availability;
8. training; and
9. maintenance.

### **D. CURRENT HARDWARE AND EQUIPMENT**

Basin Transit prefers that the services provided as a result of this RFP, utilize mounted tablets with cellular service or Voice over Internet Protocol (VoIP) and GPS. A summary of the current revenue fleet, current cameras and equipment installed, is provided in Attachment F - Summary of Revenue Vehicles, Onboard Equipment and Technology.

Basin Transit will have the option to contract with the cellular provider directly for those services. However, each proposer should incorporate into their proposal a monthly estimate for cellular services that would result from proposer's system implementation.

### **E. TECHNICAL REQUIREMENTS**

The technical requirements for implementing the proposed Project includes the following:

1. Vendor-hosted, "cloud-based" web portal System, with 24/7 customer support.
2. In vehicle device integration to include:
  - a. On-board GPS Verizon cellular or Voice over Internet Protocol (VoIP) enabled tablets to serve as mobile data terminals, contained in ruggedized cases and mounted near the driver seat, with onboard charging and additional interfaces for future peripheral connections.
  - b. Capable of gathering operating data. All data from the tablets must integrate to

- upload data/provide a handshake to TransTrack software platform.
- c. The tablets are able to connect while driver is holding the tablet, either inside or outside the vehicle.
  - d. Either the tablets or the buses should enable Global Positioning System (GPS)- based Automatic Vehicle Location (AVL) and position transmission technologies.
  - e. Provide for the counting of passengers by fare type (see Section IV.) as they board and disembark from buses, either through equipment installed onboard buses that automatically counts passengers as they board or disembark, or, a manual process where Drivers enter the information onto their tablet.
  - f. Allows a timekeeping app to be installed, such as ADP, to allow drivers to clock in and out for meal breaks.
  - g. Push-to-talk walkie-talkie, microphone or similar hands-free technology to allow drivers to communicate with dispatchers while meeting Federal Motor Carrier Safety Administration (FMCSA) requirements.
  - h. Ability to communicate with dispatchers using the same push-to-talk walkie-talkie, microphone or similar hands-free technology on all eight non-revenue vehicles.
3. Drivers will be able to:
- a. Login and navigate through the System through a clear, concise user interface.
  - b. Receive speed alerts, route and schedule adherence alerts, and dispatch messaging; and send emergency alerts and messages to dispatch.
4. Administrative and reporting capabilities shall include:
- a. GPS/AVL will provide vehicle tracking, mapping and reporting capabilities, as well as determine entry and exit from stops with software or interface allowing the creation of routes of travel and geo-coding or location identification software for the purpose of identifying stops and waypoints.
  - b. Web-based, real-time customizable alerts/features, incident management monitoring, performance alerts, messaging between supervisors/dispatch and drivers, routing information, as well as real-time updates to driver manifests for Basin Transit's services via desktop, laptop and mobile applications.
  - c. Trip planner interface allowing export of data into format used by Google Transit Feed System (GTFS).
  - d. Basin Transit utilizes a software platform called TransTrack, which is a business analytics and data management system specific to transit agencies, which aggregates data from multiple sources for performance monitoring and reporting. The web-based system acts as a system consolidator or data warehouse focused on key transit agency information for display using business analytics and is able to draw data from multiple sources. Basin Transit exports the data collected by TransTrack for Board reports, reports to funding agencies, and for annual State and Federal compliance with National Transportation Database (NTD) reporting. Basin Transit requires the selected System provide an upload/interface/handshake of all data gathered to TransTrack, on a daily basis either live/while on route, or at the end of a driver's shift. Data to upload will include, but not be limited to, System performance statistics, monitoring/management of on-time performance, passenger reporting, etc.
  - e. Customizable, executive dashboards.
5. Real-time Traveler Information System to include:
- a. Real time arrival (RTA) predictive information.
  - b. Mobile "apps" for iOS and Android smart phones for public and for management/supervisors/dispatchers.

- c. Ability to push text/SMS messages to users.
- d. Mobile friendly browser, QR Codes, and website portal for 24/7 access.
- e. End-user customization services for public real-time schedule and route information including public access to information via major bus stop information signs.
- f. Automated on-board audio-visual announcement system to announce upcoming stops and other information TBD (date time, route info and direction, etc.).
- 6. The Project shall comply with system engineering requirements and applicable Regional and Federal ITS standards.
- 7. Optional features (to price separately), include, but are not limited to:
  - a. Password protected Wi-Fi availability to riders.
  - b. Integrated HD Video Security Camera System, where Basin Transit can monitor buses in real time and the resulting video is stored in the cloud. All video is currently captured on removable hard drives and available for up to three (3) weeks, at which time current video records over the old video. Basin Transit uses different software to access the feeds and when extracting video.

## **F. TASKS AND DELIVERABLES**

1. **Project Management:** The Contractor will designate a single point of contact (Project Manager) for the duration of the Contract. Identify all tasks in sufficient detail to permit task-by-task assessment of progress based on milestones, deliverable accountability, resource identification and allocation, as well as the following subtasks:
  - a. Basin Transit requires the Contractor's Project Manager to be in frequent contact with Basin Transit during development, providing weekly emails of work to be conducted, if there are any issues or delays, coordination, etc. Basin Transit expects frequent, but brief communication during the development phase.
  - b. Contractor shall provide a monthly progress report that summarizes staff allocations and assignments as required to meet the contract scope, work to be accomplished in the upcoming month period and if any changes to the implementation schedule.
  - c. Each month along with the Contractor's invoice, Contractor shall summarize the work completed by task, percentage of work completed by task, work to be completed within the next month period, adherence to project budget, and a summary of any problems encountered and if any, timeline for Contractor resolution.
  - d. Upon Basin Transit's acceptance of System (once project is in maintenance phase), Contractor reporting shall be monthly along with monthly invoices (unless an incident or additional work is assigned, then that reporting shall be weekly until implemented).

### **Deliverables:**

1. Kick-off meeting Agenda, status of completing the scope and timeline, and summary and action items of meeting;
  2. Monthly invoices with progress report;
  3. Project Manager weekly email providing a brief "status report" of activities conducted and to be conducted during development and implementation; and
  4. As required updates and reports.
2. **System Design:**
  - a. Translate the system requirements into a technical design to be used as a guide for the development of the System.
  - b. Define the approach for system implementation and required components.
  - c. Describe specific component specifications, including, but not limited to all hardware, software, platform, and communications solutions that will be used.

- i. Identify useful life of all hardware products.
  - ii. Define Basin Transit hardware and software required for use of Contractor's software, local area network connection, internet connections, passenger counting, internal message display signs, tablets and computer infrastructure.
- d. Define any additional issues Basin Transit has with Verizon cellular coverage and possible liabilities or "dead areas" due to communication interruptions; if an impact to Contractor's system, provide solutions to these issues;
- e. Detail a training and implementation plan specific to Basin Transit.
- f. Detail a disaster recovery and system stability plan.

**Deliverables:**

- 1. Technical design documentation;
- 2. Training and implementation approach; and
- 3. Disaster recovery and system stability plan.

### **3. System Installation**

- a. Provide installation schematics, by bus type, for equipment installation.
- b. Provide factory acceptance test documentation for each component to be installed.
- c. Furnish and install required on-site components and configure remote/hosted devices to communicate with Basin Transit systems.
- d. General Basin Transit hardware requirements will include:
  - i. Vehicle installed devices: ruggedized cases for tablet devices, capable of reliable and continuous operation in service environment of transit buses, including temperature and humidity variations, shocks, electrical supply variations and vibration.
  - ii. Tablet mobile devices: Capable of sustained operation for up to 18 hours at a time under both vehicle and auxiliary power sources.
  - iii. Desktop/laptop services: capable of being operated on computers used for other general office purposes without significant degradation in performance and capability.
  - iv. Back-end devices: Back-end devices are expected to be in a vendor-hosted environment and are expected to be provided by and maintained by the vendor. Basin Transit is not expecting to maintain or provide a server environment.
- e. General Basin Transit software requirements will include:
  - i. User-friendly, responsive, graphically based interface.
  - ii. Administrative tools including user report customization, the ability to set security levels and user access rights, and diagnostic functions to measure system health and detect defects.
  - iii. Data archiving tools including automatic archiving of daily data, online storage of at least 12 months of data, accessible at any time by Basin Transit staff, and offline storage of all data for the previous five years. Online and offline data will be based on Basin Transit's fiscal year of July 1 through June 30 of each year, and not on a calendar year basis. Offline storage data shall be made available to Basin Transit at no cost to Basin Transit within 48 hours of request.
  - iv. On-bus devices shall use the simplest possible interfaces required to perform necessary tasks so as to minimize driver attention requirements.

**Deliverables:**

- 1. Memorandum summarizing installation approach, components, hardware software requirements;
- 2. Vehicle installation drawings and diagrams;

3. Factory acceptance test documentation; and
4. Hardware and software components, and peripherals.

#### **4. System Testing**

- a. Prepare system-testing plan that details testing methods to include pass/fail criteria.
- b. Verify all system components and total system functions according to technical requirements and specifications.
- c. Coordinate with Basin Transit staff on scheduling of tests, performance of acceptance tests and review of testing results.
- d. Conduct availability testing to confirm that all components operate correctly on an individual basis and communicate correctly within the entire system.
- e. Conduct seven-day availability test to confirm correct operation of the entire system.
- f. Conduct 30-day reliability test to verify continuous reliable and correct operation of the entire system. This will include the vendor conducting two full consecutive weekdays of manually recording passenger boarding and alighting activity to confirm that the APC system is 95% correct; the recording sheets tallied by the surveyors will be provided to Basin Transit for verification.

##### **Deliverables:**

1. System testing plan, that includes a schedule, staff resources required, as well as pass/fail criteria;
2. Memorandum summarizing seven-day test results; and
3. Memorandum summarizing 30-day test results, as well as corrective action plan (if needed).

#### **5. Training and Documentation**

- a. Prepare and deliver training plan, training activities, training materials and system documentation. Training plan shall describe the resources provided and a preferred training path for drivers, maintenance staff, dispatchers, supervisors and administrative staff;
- b. Training plan shall include training sessions (prefer at least one on-site), written tutorials, web-based learning, and train-the-trainer resources. Training plan shall include an estimated number of hours to complete a competent level of system understanding by Basin Transit staff as it applies to the different roles but not limited to drivers, maintenance staff, dispatchers, supervisors and administrative staff; and
- c. Deliver system documentation, to include, but not be limited to "as-built" system and component design documents, records of all required testing and acceptance procedures, warranty certificates for all components, training materials, and user and administration reference manuals.

##### **Deliverables:**

1. Training Plan, materials and system documentation;
2. Written tutorials, web-based learning and train-the-trainer resources; and
3. System documentation that includes a user manual and an administrative reference manual.

#### **6. Warranty, Maintenance and Spare Parts (Includes Deliverables):**

- a. Provide three-year warranty for all system components (hardware and software), and total system that includes a warranty certificate for three years following completion of vendor reliability testing and acceptance by Basin Transit.
- b. Documentation and support, to include telephone, e-mail and remote support for

three-hour and 24-hour response incident levels during normal business hours and after-hours incident reporting.

- c. Provide two (2) years of maintenance support following the warranty period.
- d. Provide an operations and maintenance agreement detailing how the Contractor will service system or component defects and failures for the two-year period starting at the end of the warranty period.
- e. Provide spare parts to ensure functioning of the system. Spare parts inventory sufficient to cover likely failures over the first five years of service. Spare parts may also be used to perform or configure test environment.

**7. Optional Task(s) - If Proposed by Proposer and to be accepted by Basin Transit.**



## **SECTION VI - GENERAL INFORMATION**

### **1. GENERAL INSTRUCTIONS**

1. In submitting a proposal, proposers must comply with the performance criteria as set forth in the following instructions. All proposals will be reviewed thoroughly prior to any selection to determine if proposers have met all proposal condition criteria as set forth in this RFP.
2. The words "Basin Transit" and/or "Morongo Basin Transit Authority" are used in these instructions interchangeably, to reference the funding and operating Agency. The words "offer", "contract proposal", and "proposal" are synonymous, and it is understood that once Basin Transit accepts the same, the document may be incorporated as part of the contract contemplated by these instructions.
3. The award of a contract or contracts under this RFP will be based on competitive negotiated procurement procedures, and proposals submitted in response to this RFP will be subject to negotiation. A Basin Transit Evaluation Committee will review and screen proposals. Proposers submitting responsive proposals may be considered for a subsequent interview and contract negotiation at their own expense. Proposals will be evaluated based upon criteria presented in Sections VII and VIII of this RFP.
4. Basin Transit may consider proposals for any and/or all elements of the requested items. The quantities and items requested are only estimates and are subject to change.
5. Basin Transit reserves the right to award a contract to a firm solely on the basis of the initial proposal submitted.
6. Required information to be submitted in the proposal must be current, complete and accurate. Please complete the forms referenced in other sections of this RFP. Basin Transit reserves the right to require more information and clarification of information submitted in the proposal in order to complete the evaluation.
7. Note that where two or more firms, persons or entities wish to submit one proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture. Basin Transit will contract with a single firm, person or entity only and not with a joint venture.

### **B. LIMITATIONS**

This RFP does not commit Basin Transit to award a contract, pay any cost incurred in the preparation of a proposal responsive to this RFP, or procure or contract for services. Basin Transit reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interests of Basin Transit. The contents of the proposal submitted by a proposer may become a contractual obligation if a contract ensues.

### **C. PROTESTS**

Basin Transit has the authority to resolve protested solicitations and awards. In the event a proposer desires to protest the proposal or an award, the following procedure shall be used.

1. Any protest must be submitted in writing within ten calendar days after the notice of intent to contract to:  
Basin Transit: Cheri Holsclaw, General Manager  
Mailing Address: 62405 Verbena Road, Joshua Tree CA 92252
2. To be considered valid, the bid protest shall:
  - a. be submitted within ten calendar days after Basin Transit issues a notice of intent

- to contract;
  - b. contain a complete, detailed statement of the basis for the protest;
  - c. include all relevant, supporting documentation; and
  - d. identify the name, address, and telephone number of the person representing the protesting party.
3. In addition, the party filing the protest shall transmit a copy of the protest and any supporting documentation to all other parties with a direct financial interest in the award of the contract and/or the outcome of the contract protest. Such parties shall include all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  4. Basin Transit shall issue a decision within ten calendar days of receiving the bid protest, should that protest meet all criteria included in Section C.2 above.
  5. If Basin Transit determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and thus ineligible for future contract awards by Basin Transit.
  6. The procedure and time limits set forth in this paragraph are mandatory and are the proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest or other legal proceedings.

#### **D. DEBRIEFING**

Any proposer who wishes a debriefing shall submit a written request no later than ten calendar days after award by the Basin Transit Board, to the attention of:

Basin Transit: Cheri Holsclaw, General Manager

Mailing Address: 62405 Verbena Road, Joshua Tree CA 92252

#### **E. PUBLIC RECORDS ACT**

Proposals may be subject to public disclosure under the California Public Records Act and other public records laws. Proposals become the property of Basin Transit when submitted and, by submitting a proposal, the proposer agrees that Basin Transit may use any information, documentation or writing contained in the proposal for any Basin Transit purpose. All Basin Transit public records, as such, may be subject to public review. Documents protected by law from public disclosure will not be disclosed by Basin Transit if clearly marked with the word "CONFIDENTIAL" on each applicable page. Trade secrets may be marked as "CONFIDENTIAL" only to the extent they meet the requirements of California Government Code Section 6254.7. Only information claimed to be a trade secret at the time of submittal to Basin Transit and clearly identified as "CONFIDENTIAL" will be treated as a trade secret. Entire Proposals in which every page is marked "CONFIDENTIAL" may be rejected by Basin Transit if each and every page does not meet the California Government Code Section 6254.7. Consistent with 49 U.S.C. 5325(b)(3)(D), before requesting or using indirect cost rate data, Basin Transit shall first notify and obtain written permission from any Proposer or firm subject to an indirect cost rates audit. If Basin Transit receives a Public Records Act request for a Proposer's or firm's indirect cost rates, pursuant to Government Code Section 6250 et seq., Basin Transit shall also take the above-described precautionary steps.

**F. DISADVANTAGED BUSINESS ENTERPRISES (DBE).** Basin Transit encourages the use of small and disadvantaged firms in its contracting purposes. Basin Transit's annual DBE goal is 6.3%. Refer to information contained in Agreement Attachment 2.

#### **G. FURNISHED MATERIALS**

All software, data, reports, and other documents furnished to the awarded firm, or generated during the course of the Project, or for the firm's use in the performance of work or services under this contract shall be made available only for the use in performing this assignment and shall remain the sole property of Basin Transit. All such materials shall be returned to Basin Transit upon completion of the work, termination of the contract, or at any such time that Basin Transit determines. Contractor shall not utilize in print, in its materials or in the media, any Basin Transit data, reports, documents or information without prior written consent of Basin Transit.

#### **H. REGULATION CONFORMANCE**

Contractor is bound by the same terms and conditions of applicable federal, state and local regulations that are imposed on Basin Transit for proper administration of this project. All applicable provisions, whether identified herein or not, shall pertain to the project.

#### **I. PROPOSER RESPONSIBILITY**

1. Should Proposer find discrepancies in or omissions from these instructions or any of the attachments, or should it be in doubt as to their meaning, it shall at once notify the Project Manager in writing. Written instructions will be sent notifying all known potential Proposers of such discrepancy, if any, and of any changes.
2. The Proposer is required to complete and submit its proposal in the specified format. In addition, the proposal must include the completed information requested in all appendices. Failure to answer all questions fully and correctly may result in the proposal being judged non-responsive. Basin Transit reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the Agreement.
3. The proposal and all other accompanying documents or materials submitted by a Proposer will be deemed to constitute part of the proposal. Proposals may be withdrawn prior to the proposal due date listed in Section III. No proposal may be withdrawn for a period of 120 days after the proposal due date listed in Section III.

#### **J. THE AGREEMENT**

The Agreement (refer to Attachment E), along with the Insurance Requirements (Agreement Attachment One) and the proposer's Scope of Services, and other relevant components of the proposal shall constitute the entire agreement for the performance of services described herein. The successful proposer will be required to comply with all terms, conditions, and provisions of the Agreement during the entire contract period. Insurance requirements as specified in Attachment One are mandatory and non-negotiable. Failure or inability to comply with insurance requirements will result in disqualification for non-responsiveness.

#### **K. DEBARMENT CERTIFICATION**

The Proposer shall certify that it is not included in the U.S. General Service Administration's list of ineligible contractors.

## **SECTION VII - FORMAT OF PROPOSALS**

Proposer shall submit an original along with three reproductions (four printed copies in total) and one digital copy on a flash drive (including, but not limited to the entire proposal in an Adobe Acrobat PDF format, and the Cost Proposal **Attachment B** in a Microsoft Excel format), of its proposal in the format outlined below. This format will assist Basin Transit in evaluating the proposals. Each proposal shall be presented to Basin Transit in a sealed package, clearly marked with the RFP number and title, and marked with the proposer's name and address. Submit to the following:

BASIN TRANSIT  
Cheri Holsclaw, General Manager  
Proposal in Response to RFP No. 24-01  
62405 Verbena Road, Joshua Tree CA 92252

The contents of the package will be formatted and presented to Basin Transit in the following order:

### **A. PROPOSAL FORMAT/CONTENT**

All proposals shall be typed and single-spaced, with no font smaller than 11-point font size, on 8.5" x 11" paper. The proposal shall be consecutively numbered and shall not exceed 30 pages (excluding the cover page, cover letter, table of contents and other Basin Transit-required forms). Proposals shall be prepared simply and economically, providing a straightforward, concise and clear description of proposer's qualifications to the requirements in the RFP. Special bindings, colored displays, exhibits, promotional, and similar materials are not required, nor desired and will be removed prior to evaluation. Proposals that do not contain the required information will be deemed non-responsive and will not be considered.

A Checklist has been provided in Attachment A, which contains the minimum submittal requirements. This form must be filled out and submitted with the proposal.

If at any time during the RFP process, a firm makes any changes to proposed key personnel or subcontractors, the firm must notify Basin Transit in writing of those proposed changes as soon as they are known. Basin Transit reserves the right to accept or reject such proposed changes or to revise the evaluation scoring to reflect the proposed staffing changes.

### **B. COVER LETTER**

1. Indicate the location of the office from which the work will be performed.
2. Identify the name, email and phone number of the key personnel that will be responsible on behalf of the proposer and team, for all products and services that are proposed.
3. Acknowledgement of all addenda.
4. A statement that the proposal is valid for 120 calendar days from the date of submission.
5. A signature of an authorized person within the prime firm who can bind the firm to the terms and conditions of the RFP and attesting that all information in the proposal is true and correct.

## **C. TABLE OF CONTENTS**

The Table of Contents should include a clear identification of the material, by section and by page number.

## **D. PROFILE OF THE FIRM AND TEAM**

1. Provide a brief profile and history of the prime firm, including, but not limited to:
  - a. the types of services offered,
  - b. how long the proposer has provided the kinds of services requested in this RFP,
  - c. the year founded,
  - d. form of the organization (such as corporation, partnership, sole proprietorship, etc.),
  - e. number, size and location of offices, and if the firm is local, regional, national, or international and
  - f. number of employees.
2. Identify if within the past five years the proposer has ever been terminated from a contract, and if so, describe the facts and circumstances in detail surrounding the termination.
3. Provide a project organizational chart, identifying key personnel and including the role of any subcontractors.
4. Provide the location of the office that would be responsible for servicing this project. Indicate how long this specific office has been in existence and the number of employees in this office.
5. To evaluate the proposer's financial and legal capacity, provide a general description of the firm's current financial and legal condition. Provide a statement as to whether or not the proposer has filed bankruptcy in the last ten years, and any other relevant information within the last ten years documenting the proposer's financial capability to complete this Project, including, but not limited to pending litigation, planned office closures, impending merger or acquisitions that may impact the Project in any which way (positive or negative).
6. Note that references shall be provided in Attachment C, and information to provide includes a description of the work of a similar nature that's identified in this RFP, agency name and location, contract amount, agency contact name, title, telephone number and e-mail address, project length (from notice to proceed to completion, in months) and date the project was completed or estimated project completion date.
7. Identification of all proposed subcontractors including a description of the work to be performed by the firm and each subcontractor proposed and an estimate of the percentage of work to be performed by each subcontractor.
8. A memorandum from a principal of each subcontractor indicating the specific portion of the scope of work the subcontractor will be performing.

## **E. STAFFING AND PROJECT ORGANIZATION**

This section of the proposal should establish the method that will be used to manage the project as well as identify key personnel assigned and their qualifications. Specifically, the proposal shall include:

1. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this Project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the

firm.

2. Provide education, experience and applicable professional credentials of proposed project staff. Furnish brief (1 page each) resumes for the proposed key personnel.
3. Include a project organization chart that clearly delineates communication and reporting relationships among the project staff, including subcontractors.
4. Include a statement that key personnel will be available to the extent proposed, or designated by Basin Transit, for the duration of the project, acknowledging that no person designated as "key" to the Project shall be removed or replaced without the prior written concurrence of Basin Transit.

#### **F. PROJECT APPROACH**

This section of the proposal shall provide a narrative that addresses the Scope of Work and shows a clear understanding of the Project needs and requirements ("work plan").

1. Provide a summary of the approach and methodologies the firm will follow to complete the Scope of Work described in this RFP.
2. Include a project timeline.
3. The work plan shall be of such detail to demonstrate the firm's ability to accomplish the project objectives and to meet the project schedule.
4. Address the firm's staffing resources to complete the project, as well as estimated staffing requirements of Basin Transit.
5. Identify anticipated deliverables that will be provided by the Proposer, by task.
6. Identify any special issues or problems that are likely to be encountered during this project and how they will be addressed.

#### **G. COST PROPOSAL**

1. All Proposals submitted in response to this RFP shall include a "cost proposal" of what the proposer would charge to provide the services requested. Each proposer shall fill out Attachment B - Cost Proposal and provide any additional backup/support to this form.
2. Pricing shall include all travel time and expenses, including airfare and transportation, hotels and meals.
3. All proposals must note that all costs within the scope of the proposal will be performed on a billed as incurred, "not to exceed" basis.
4. Where possible, cost proposal shall include unit costs, total labor hours and/or average hourly rates by task.
5. The number of on-site visits and their lengths of time for each shall also be included in the cost proposal with appropriate costs detailed by hourly rate and number of hours required. All expenses presented for payment shall have invoices and/or proper documentation and shall correspond to the cost proposal.
6. The cost for hosting the system shall be detailed as a separate identifiable item covering a period of five years.
7. Additional ongoing costs such as data transmission devices (Verizon cellular or VoIP service fees) shall also be detailed as separate items. Note that cellular or VoIP service fees will be contracted directly between Basin Transit and Verizon or VoIP provider.
8. The cost proposal should be completed on the form provided per Attachment B and provided to Basin Transit in an Excel comparable format upon proposal submission. Additional documentation providing greater detail may be provided by the proposer.

## **H. CONFORMITY WITH BASIN TRANSIT AGREEMENT AND PROVISIONS**

1. Basin Transit does not anticipate making substantive changes to the Professional Services Agreement template (Attachment E). In such, proposers are asked to include in their proposal any written exceptions to or deviations to the Agreement template.
2. Proposers are to also include in their proposal any written exceptions to or deviations to Basin Transit's Scope of Work (Section V).
3. Proposers are to include in their proposal that they are able to conform with the insurance provisions (Agreement Attachment One) and if not, identify any written exceptions to or deviations to the insurance requirements provisions identified herein.
4. If no exceptions are noted in the submitted proposal, proposers will be deemed to have accepted all Agreement terms and conditions, Scope of Work conditions and Federal contract provisions.
5. Note that Basin Transit reserves the right to reject any proposal where identified exceptions or deviations are considered non-negotiable by Basin Transit.

## **I. INSURANCE PROVISIONS**

1. Proposer shall affirm they have read and they understand the insurance requirements as outlined in Attachment One Insurance Requirements for Professional Services.
2. The proposer shall affirm they have read and agree to Indemnity language in the template professional service Agreement Attachment E, Indemnity, unmodified.
3. Proposer agrees to furnish Basin Transit with original insurance certificates and endorsements immediately following award of contract. Certificates and endorsements shall refer to policy numbers. All certificates and endorsements are to be received and approved by Basin Transit before work commences and must be in effect for the duration of the contract and Basin Transit reserves the right to require completed copies of all required policies and endorsements.

## SECTION VIII - EVALUATION PROCESS

The primary objective of Basin Transit is to select a qualified firm to perform the Work identified in this RFP and more specifically, in the Scope of Work (SOW). In addition, the following criteria will be used in the selection process: the selection process shall be fair, open, and competitive; the selection of the firm will be based on clearly stated objectives identified in this RFP; the selection of the firm shall be based upon demonstrated competence, professional qualifications, experience, and capabilities to perform the required work identified in this RFP and in the SOW.

### A. SUBMITTAL DEADLINE

Only those proposals received by the submittal deadline on or before the date identified in Section I – RFP Key Dates, and as outlined in Section III - Proposal Schedule, will be evaluated by Basin Transit's Evaluation Committee. Postmarks will be accepted in lieu of receiving the proposals by the date and time specified. Proposals received after the date and time specified may be returned to the firm without further consideration or evaluation.

### B. RESPONSIVENESS CRITERIA

All proposals will then be evaluated based on their responsiveness to the criteria as outlined in this RFP, including, but not limited to:

1. Submittal meets Basin Transit deadline;
2. Organization of proposal, in that the Proposals must be submitted as required in the "Format of Proposals", Section VII; and
3. Completeness of proposal, in that all required forms and information are contained, completed, signed and dated.

### C. EVALUATION CRITERIA

Basin Transit intends to use a Best Value method to determine which proposal is most advantageous to the agency's goals. Technical and Financial merit will be evaluated simultaneously, and scores will be combined on the following criteria, noting that scores may be fractions and that ratings will be scaled so that the best proposal in each element will receive the maximum points for that element.

Category	Evaluation Criteria	Maximum Points
<b>Experience &amp; Qualifications of the Firm/Team</b>	<ol style="list-style-type: none"><li>1. Specialized experience or knowledge of firm in developing &amp; implementing comparable projects;</li><li>2. Demonstrated competence of the firm, including sub- contractor(s) to perform SOW requirements;</li><li>3. Knowledge of SOW applications in fixed route, paratransit, information services in a transit setting (rural preferred);</li><li>4. Evidence of satisfaction of current clients with firm's experience and work demonstration; and</li><li>5. Integrity and reputation of project Team.</li></ol>	15



<b>Experience &amp; Qualification of Key Staff</b>	<ol style="list-style-type: none"> <li>1. Professional qualifications and experience of key project personnel, as demonstrated by key personnel resumes in the Proposal;</li> <li>2. Relevant experience of the project Team in developing and implementing comparable projects;</li> <li>3. Proposed Team/personnel's experience appropriate for technical and management requirements of the Project;</li> <li>4. Staff with knowledge of public fixed route, DAR, and information systems requirements in a rural transit setting; and</li> <li>5. Time commitment of key personnel and Team members.</li> </ol>	20 -
<b>Work Plan &amp; Technical Approach</b>	<ol style="list-style-type: none"> <li>1. Demonstrates a depth of understanding of the project, as outlined in RFP and <b>SOW</b>;</li> <li>2. Approach, methodology and technology reflects the ability to provide the work requested, a responsive implementation plan and schedule;</li> <li>3. Fully addressed warranty, technical support, training, and documentation; and</li> <li>4. Is responsive to the functional and technical requirements and needs of the agency and service area.</li> </ol>	40
<b>Price &amp; Cost Effectiveness</b>	<ol style="list-style-type: none"> <li>1. Capital cost for system meets the RFP and SOW required elements;</li> <li>2. Overall capital cost for system providing all desired and any optional elements (as provided in proposers response);</li> <li>3. Cost effective ongoing operating &amp; maintenance costs (contractor and Basin Transit staff), as well as annual support/maintenance fees;</li> <li>4. Points will be awarded based on the reasonableness of total costs based on anticipated requirements; adequacy of data in support of figures quoted and basis on which prices are quoted.</li> </ol>	25
<b>Total Maximum Points to be Awarded</b>		<b>100</b>

## **B. INTERVIEWS**

Upon review of the proposals, a shortlist of firms within the competitive range may be invited to an interview scheduled, at Basin Transit's office between the hours of 9:00 am and 5:00 pm. The exact time of the interviews by proposer will be determined by the Evaluation Committee and communicated to the shortlisted proposers by no later than 5:00 pm on Friday, May 10, 2024. The determination of the competitive range is at the sole discretion of the Evaluation Committee. Proposers who are invited to the interview will be asked a series of questions that pertain to the RFP and correspond to the above Evaluation Criteria. The shortlisted proposers will be scored based on the Evaluation Criteria during the interview. Basin Transit may choose, at its sole discretion, to not interview all or any proposers.

## **C. AWARD**

Basin Transit will receive a recommendation from the Evaluation Committee based on the results of the proposal evaluation scores, reference checks, best and final offer negotiations (if conducted), and of the short-listed proposers (if conducted), their interview scores. Basin Transit reserves the right to withdraw this RFP at any time without prior notice. Basin Transit also makes no representations that any agreement will be awarded to any proposer responding to this RFP. Basin Transit expressly reserves the right to reject any and all proposals or to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.

## ATTACHMENT A - RFP CHECKLIST FORM

Below is a list of documents that are required to be submitted as part of the proposer's response to this RFP. This list may or may not be all-inclusive; therefore it is the responsibility of the proposer to ensure that his/her proposal is complete.

Write "yes" on the blank space if you have included those items for submittal of your RFP and incorporate this form into your proposal.

\_\_\_\_\_ One original proposal (with original signatures and marked "Original") and three copies of the entire proposal, which includes technical information

\_\_\_\_\_ A thumb drive which contains the entire proposal in PDF format, as well as the Cost Proposal (Attachment B) saved in Microsoft Excel format

\_\_\_\_\_ Checklist (this form) - Attachment A

\_\_\_\_\_ Cost Proposal - Attachment B

\_\_\_\_\_ Proposer's Reference Form - Attachment C

\_\_\_\_\_ Proposer's Designated Contact List - Attachment D

\_\_\_\_\_ Written exceptions or deviations (if any) to the Scope of Work Section V - if any, to be incorporated into the proposal

\_\_\_\_\_ Acknowledgement that proposer has received issuance of RFP Addenda (if issued)- acknowledgement to be incorporated into Cover Letter

\_\_\_\_\_ Written exceptions or deviations (if any) to the Agreement Template Attachment E - if any, to be incorporated into the proposal

\_\_\_\_\_ Written exceptions or deviations (if any) to the insurance provisions Agreement Attachment One - if any, to be incorporated into the proposal

## ATTACHMENT B - RFP 24-01 COST PROPOSAL FORM

### Attachment B - RFP No. 24-001 Cost Proposal Form

A. Software - Describe your Product Licensing user requirements	Quantity	Unit Cost	Cost
TransTrack Software integration			
A. Subtotal Software/Licensing			\$0
B. Hardware - Describe Each Product Category and Useful Life	Quantity	Unit Cost	Cost
B. Subtotal Hardware			\$0
C. Implementation Professional Services & Other	Hours	Ave. Hrly Rate	Cost
1. Project Management			\$0
2. System Design			\$0
3. System Installation			\$0
4. System Testing			\$0
5. Training and Documentation			\$0
6. Warranty			\$0
6. Yr. 1 Maintenance/hosting			\$0
6. Spare Parts			\$0
C. Subtotal Implementation Professional Services & Other	-		\$0
D. Travel & Miscellaneous (identify number of trips, number of staff per trip, and which tasks)	Quantity	Unit Cost	Cost
Airfare, mileage, train, transportation			
Hotels			
Meals			
Misc - describe:			
D. Subtotal Travel & Misc Costs			\$0
Subtotal Not-to-Exceed Year 1 Costs - Firm Fixed Price			\$0
Years 2 through 5 Support	Quantity	Cost/Rates	Cost
Year 2 Support/maintenance, hosting and other services			
Year 3 Support/maintenance, hosting and other services			
Year 4 Support/maintenance, hosting and other services			
Year 5 Support/maintenance, hosting and other services			
Subtotal Not-to-Exceed Year 2 through 5 Support			\$0
Total Not-To-Exceed Project Costs Years 1 through 5			\$0

Optional Services/Software/Products (include RFP optional features in Section E.7 or features suggested by Proposer). Describe each and cost out.

Options	Quantity	Unit Cost	Cost
Incremental cost to add a setup/system to an expansion bus			
Incremental cost to transition a setup/system from a revenue bus to a			
Total Not-to-Exceed Options			\$0

I certify that the above costs will be fixed during the contract term and include fully burdened labor rates, overhead, insurance, freight, taxes and profit. I further certify that the pricing and information contained are complete and correct, and will be billed absent mark up.

Signature of Authorized Person

Name of Proposer/Firm

## ATTACHMENT C - REFERENCES

Provide a minimum of four similar completed projects; and/or projects that are under contract that are 51% or more completed, where your Firm is the Prime Contractor. Provide example projects that best illustrates current qualifications relevant to the services requested in this RFP.

**NOTE:** It is required that this sheet be completed and submitted with your proposal. Failure to provide the information in complete detail may result in your proposal being considered non-responsive.

Project Description	Agency Name & location	Contract amount	Contact Name, Title, Email, Phone	Project length in Months	End Date
1.					
2.					
3.					
4.					

## ATTACHMENT D - DESIGNATED CONTACTSLIST

Proposers are required to complete this form and return with Proposal. It is required that this form be completed and submitted with your proposal. Failure to provide the information in complete detail may result in your bid being considered non-responsive.

Requested Information					Comments & Instructions
Company Name:					
Mailing Address:					Address, City, State & Zip
Physical Address:					Address, City, State & Zip
Company Type:	Sole Proprietorship <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>	Other <input type="checkbox"/>	Select One &/Or Describe Other
Federal Tax ID:					
Name of Authorized Representative					
Title					
Contact	Phone:		Fax:		
Email					
Is your firm a Certified DBE?	No <input type="checkbox"/>	Yes <input type="checkbox"/>	If yes, provide your CUCP Certification #		
Will you use Certified DBE's as subcontractors?	No <input type="checkbox"/>	Yes <input type="checkbox"/>	If yes, which Sub(s) & their CUCP Certification #:		

## **ATTACHMENT E - CONTRACTOR AGREEMENT**

Comment: items highlighted in gray will be filled in when Contractor is selected and terms are final.

### **MORONGO BASIN TRANSIT AUTHORITY TEMPLATE PROFESSIONAL SERVICES AGREEMENT NO. 24-01**

**BY AND BETWEEN**

**MORONGO BASIN TRANSIT AUTHORITY**

**AND**

**PROPOSER FIRM NAME**

**FOR**

**ONBOARD PASSENGER INFORMATION SYSTEM (OPIS)**

This "Agreement" is made as of this day of \_\_\_\_\_, by and between Morongo Basin Transit Authority, hereinafter referred to as "Basin Transit" or "Basin Transit", located at 62405 Verbena Road, Joshua Tree CA 92252, and Proposer Name, hereinafter referred to as "Contractor", located at Address. Basin Transit and Contractor are each a "Party" and collectively the "Parties" herein.

### **RECITALS**

**WHEREAS**, Basin Transit desires to procure a vehicle locating, data gathering, communications, reporting and passenger information system for Basin Transit's fleet. This system will include hardware and software installed on Basin Transit vehicles for the purpose of GPS location and vehicle diagnostics, as well as passenger counting by fare type and current systems integration. The system responsible for collecting and managing the data is to be hosted and maintained by Contractor; and

**WHEREAS**, Basin Transit desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement; and

**WHEREAS**, Contractor represents to Basin Transit that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to Basin Transit in connection with said services; and

**WHEREAS**, the Parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

**NOW, THEREFORE**, the Parties agree as follows:

**1. Scope of Services.** Contractor shall provide to Basin Transit the services described in Exhibit A - Scope of Services, hereto and incorporated herein by this reference. Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto solely for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between the terms in Exhibit A and the Agreement, the terms of this Agreement shall control and prevail. The Parties agree that any term contained in Exhibit A that adds to, varies or conflicts with the terms of this Agreement is null and void.

## **2. Compensation**

- a. Basin Transit shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B - Cost Proposal (Note: Contractor's Cost Proposal was incorporated in the proposal Contractor submitted in response to the Request For Proposals and has been approved by Basin Transit). Contractor shall submit monthly statements to Basin Transit, which shall itemize the services, performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.
- b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents, and employees. In no event shall Basin Transit be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.
- c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of \$XXX,YYY.00 (x dollars and no cents).

## **3. Documentation and Retention of Materials**

- a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.
- b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of Basin Transit for inspection at any reasonable time, including but not limited to the U.S. Department of Transportation, Federal Transit Administration or the State of California.
- c. Contractor shall maintain the records and any other records related to the performance of this Agreement and shall allow Basin Transit access to records during the performance of this Agreement and for a period of three years after completion of all services hereunder.

**4. Indemnity.** Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless Basin Transit, and its employees, officials and agents, hereinafter referred to as "Indemnified Parties", for all claims, demands, damages, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, agents, in said performance of this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of Basin Transit.

**5. Insurance.** Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with the Agreement's Attachment One, hereinafter referred to as "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment



One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for Basin Transit's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide Basin Transit notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by Basin Transit as a material breach of this Agreement by Contractor, whereupon Basin Transit shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of Basin Transit pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to Basin Transit under this Agreement, Contractor shall assure that any such subcontractor has first obtained and shall maintain, all insurance coverage requirements set forth in Attachment One.

**6. Assignment.** Contractor shall not assign any rights or duties under this Agreement to a third party without the expressed prior written consent of Basin Transit, in Basin Transit's sole and absolute discretion. Contractor agrees that Basin Transit shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

**7. Termination.**

a. Termination for Convenience.

- i. Basin Transit shall have the right at any time, with or without cause, to terminate further performance of work at any time by giving 30 days written notice to the Contractor of its intent to terminate the Agreement.
- ii. Upon such termination, Contractor shall submit to Basin Transit an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. If the System/Project has been installed, Contractor shall provide a working installation and configuration of the System/Project system to Basin Transit within 30 days of the termination date. Basin Transit shall pay Contractor for any services for which compensation is owed. Contractor shall promptly deliver to Basin Transit all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of Basin Transit without additional compensation to Contractor.

b. Termination for Cause.

- i. In the event Contractor files a petition in bankruptcy court, or makes a general assignment for the benefit of its creditors, or if a petition in bankruptcy court shall be filed against Contractor, or a receiver shall be appointed on account of its solvency, or if Contractor shall default in the performance of any express obligation to be performed by it under this Contract and shall fail to immediately correct (or if immediate correction is not possible, shall fail to commence and diligently continue action to correct) such default within ten calendar days following written notice, Basin Transit may, without prejudice to any other rights or remedies Basin Transit may have, (a) hold in abeyance further payments to Contractor; (b) stop any Work of Contractor or its subcontractors related to such failure until such failure is remedied; and/or (c) terminate this Contract by written notice to Contractor specifying the date of termination. In the event of such termination by Basin Transit, Basin Transit may take possession of the

deliverables and finish Work by whatever method Basin Transit may deem expedient. A waiver by Basin Transit of one default of Contractor shall not be considered to be a waiver of any subsequent default of Contractor, nor be deemed to waive, amend, or modify any term of this Contract.

- ii. Contractor shall deliver to Basin Transit all finished and unfinished Products prepared under this Contract by Contractor or its subcontractors or furnished to Contractor by Basin Transit within ten working days of said notice.
- c. All claims for compensation or reimbursement of costs under any of the foregoing provisions shall be supported by documentation submitted to Basin Transit, satisfactory in form and content to the Basin Transit and verified by Basin Transit. In no event shall Contractor be entitled to any prospective profits or any damages because of such termination.

**8. Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be affected by delivery of said notice(s) in person or by depositing said notice(s) in the U.S. Mail, registered or certified mail with a return receipt requested, postage prepaid and addressed as follows:

Basin Transit Representative	Contractor Representative
<b>Name:</b> Cheri Holsclaw	<b>Name:</b>
<b>Title:</b> General Manager	<b>Title:</b>
<b>Mailing Address:</b> 62405 Verbena Road, Joshua Tree, CA 92252	<b>Mailing Address:</b>
<b>Physical Address:</b> 62405 Verbena Road, Joshua Tree, CA 92252	<b>Physical Address:</b>
<b>Phone:</b> 760.366.2986	<b>Phone:</b>
<b>Email:</b> cheri@basin-transit.com	<b>Email:</b>

**9. Independent Contractor.** The Parties intend that Contractor, in performing the services specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor, including Contractor's employees, shall not be considered agents or employees of Basin Transit. Neither Contractor nor Contractor's employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by Basin Transit for its employees.

**10. Additional Services.** Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on the percentage of work completed by task, as set forth in Exhibit B, or paid as otherwise agreed upon by the Parties in writing prior to the provision of any such additional services.

**11. Successors and Assigns.** Basin Transit and Contractor each bind itself, its partners, successors, legal representatives and assigns to the other Party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

**12. Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A- Scope of Services.

**13. Miscellaneous.**

- a. Entire Agreement. This Agreement contains the entire agreement between the Parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.
- b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that Party.
- c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, circulars, and ordinances, including but not limited to (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Contractor shall pay to Basin Transit when due all business taxes payable by Contractor.
- d. Delinquent Taxes. Basin Transit may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.
- e. Governing Law and Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in San Bernardino County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.
- f. Conflict of Interest. Basin Transit's Conflict of Interest Code requires that individuals who qualify as "Contractors" under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and Basin Transit's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "Contractor" generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that Basin Transit determines, in its discretion, that Contractor is a "Contractor" under the Political Reform Act, Contractor shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as "Contractors," and (2) cause these individuals to file with Basin Transit's Representative the "assuming office" statements of economic interests required by Basin Transit's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with Basin Transit Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by Basin Transit's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. Basin Transit may withhold all, or a portion of, any payment due under this agreement until all required statements are filed.
- g. Waiver of Rights. Neither Basin Transit acceptance of, or payment for, any service or performed by Contractor, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right

hereunder.

- h. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Contractor for Basin Transit hereunder shall be and remain the property of Basin Transit. Contractor agrees that any patentable or copyrightable property rights, to the extent created for Basin Transit as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.
- i. Ownership of Materials/Hardware. Unless otherwise expressly provided herein, all materials, hardware, software, tangible products, drawings, designs, purchased by Contractor for Basin Transit hereunder shall be and remain the property of Basin Transit. Contractor agrees that any patentable or copyrightable property rights, to the extent created for Basin Transit as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.
- j. Incorporation of Attachments. The Attachments to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.
- k. Dispute Resolution. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by Basin Transit's Assistant Secretary of the Board, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Assistant Secretary of the Board shall be final and conclusive unless within ten working days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to Basin Transit's General Manager, with a copy to the Assistant Secretary of the Board. The determination of such appeal by the General Manager of Basin Transit shall be final and conclusive unless within ten working days from the date of receipt of such copy the Contractor mails or otherwise furnishes a written appeal addressed to Basin Transit's Board of Directors. The decision of Basin Transit's Board of Directors shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or not supported by substantial evidence. In connection with any appeal preceding under this clause the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with the Assistant Secretary of the Board's decision.
- l. The duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**14. Accessibility Requirements.** In addition to those requirements set forth in Subsection 13(C), Basin Transit requires that all Basin Transit telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. Contractor shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at <http://access-board.gov/sec508/standards.htm>.

**15. Authority, Signatures Required for Corporations.**

- a. Contractor hereby represents and warrants to Basin Transit that it is (a) a duly

organized and validly existing Corporation, formed and in good standing under the laws of the State of California, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

- b. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

**16. Indemnification for Patient and Intellectual Property Violations**

- a. Warranty. Licenser warrants that the Licensed Software, as specified in Licenser's proposal, was developed by the Licenser as its original work and does not infringe any copyright or patent.
- b. Indemnification. In the event of any United States copyright or patent infringement claim brought against Basin Transit arising out of use of the Licensed Software provided pursuant to this Contract, Licenser will defend, at its expense, and pay any direct costs, including attorneys' fees and damages, made in settlement or finally awarded as a result of such infringement action brought against Basin Transit, provided (1) Licenser is promptly notified in writing by Basin Transit that such action is threatened or has been brought; (2) Licenser shall have sole control of the defense of any such action and all negotiations for its settlement or compromise; and, (3) Licenser receives the cooperation and assistance of Basin Transit.

**IN WITNESS WHEREOF**, the Parties hereto have executed the within Agreement on the date first written above.

**MORONGO BASIN  
TRANSIT AUTHORITY**

**FIRM NAME**

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

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

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

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

Title: Chairman, Board of Directors

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

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

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

**Approved As To Form:**

By: \_\_\_\_\_, Rutan & Tucker Legal Counsel

**Agreement Attachments** (to include, but may not be limited to):

1. Exhibit A - Scope of Services
2. Exhibit B - Cost Proposal Form
3. Agreement Attachment One: Insurance Requirements for Professional Services Agreements
4. Agreement Attachment Two: Disadvantaged Business Enterprise Participation

## ATTACHMENT F – SUMMARY OF BASIN TRANSIT’S REVENUE VEHICLES

### Summary of Basin Transit-Owned Revenue Vehicles and the Onboard Equipment and Technology

Note that Basin Transit is in the process of procuring new vehicles and that the vehicle and equipment list below is subject to change.

#### REVENUE VEHICLES

ID	Year	Manufacturer	Seats	Camera Make	Equipment	Service Type
29	2018	Senator Startrans II	14	Four (4) REI Cameras	Zonar	All Routes
30	2018	Senator Startrans II	14	Four (4) REI Cameras	Zonar	All Routes
31	2018	Senator Startrans II	14	Four (4) REI Cameras	Zonar	All Routes
32	2018	Senator Startrans II	14	Four (4) REI Cameras	Zonar	All Routes
33	2018	Senator Startrans II	14	Four (4) REI Cameras	Zonar	All Routes
34	2018	Senator Startrans II	14	Four (4) REI Cameras	Zonar	All Routes
35	2019	ARBOC	13	Four (4) REI Cameras	Zonar	All Routes
36	2019	Senator Startrans II	16	Four (4) REI Cameras	Zonar	All Routes
88	2022	Ford eTransit	Van	Five (5) REI Cameras	Zonar	All Routes
313	2016	El Dorado Aero Elite	24	Four (4) REI Cameras	Zonar	All Routes
315	2016	Glaval	26	Four (4) REI Cameras	Zonar	All Routes
316	2017	Startrans 550	24	Four (4) REI Cameras	Zonar	All Routes
317	2018	Glaval Entourage	26	Four (4) REI Cameras	Zonar	All Routes
318	2018	Glaval Entourage	26	Four (4) REI Cameras	Zonar	All Routes
319	2018	2018 Glaval Entourage	26	Four (4) REI Cameras	Zonar	All Routes
320	2018	2018 Glaval Entourage	26	Four (4) REI Cameras	Zonar	All Routes
321	2019	2019 Glaval Entourage	26	Four (4) REI Cameras	Zonar	All Routes
322	2019	2019 Glaval Entourage	26	Four (4) REI Cameras	Zonar	All Routes
323	2020	El Dorado Aero Elite	24	Four (4) REI Cameras	Zonar	All Routes
754	2012	EL Dorado	27	Six (6) REI Cameras	Zonar	Highway Routes
757	2020	GILLIG	33	Six (6) REI Cameras	Zonar	Highway Routes
758	2021	GILLIG	33	Six (6) REI Cameras	Zonar	Highway Routes

#### NON-REVENUE VEHICLES

ID	Year	Manufacturer	Seats	Camera Make	Equipment	Service Type
78	2004	Ranger	N/A	None		Maintenance
83	2011	Entervan	N/A	None		29 Transfer Relief
75	2011	F250 Truck	N/A	None		Maintenance
84	2013	CMAX	N/A	None		Administration
85	2020	Prius	N/A	None	Samsung Galaxy Tab S7	Lunch Relief
86	2020	Prius	N/A	None	Samsung Galaxy Tab S7	Lunch Relief
87	2021	RAV4 Hybrid	N/A	None		Maintenance
89	2022	Tacoma	N/A	None		Maintenance

## AGREEMENT ATTACHMENT 1 – INSURANCE REQUIREMENTS

### INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES AGREEMENTS

**A. Insurance Policies:** Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with Best ratings of no less than A-VI or otherwise acceptable to Basin Transit.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
Commercial General Liability	\$1 million per occurrence; \$2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
Business auto coverage	\$1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1 million per accident for bodily injury and property damage.
Professional Liability E&O	\$1 million per claim; \$3 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
Workers compensation and employers liability	\$1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Basin Transit for all work performed by the Consultant, its employees agents and subcontractors



**B. Endorsements:**

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to Basin Transit in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
  - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by Basin Transit shall be excess of the Consultant's insurance and shall not contribute with it; and,
  - b. Morongo Basin Transit Authority, its officers, agents, employees and volunteers are to be covered as additional insured on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 2010 11 85 or if not available, through the addition of both CG 20 10 and CG 2037 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Consultant shall furnish Basin Transit with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall refer to policy numbers. All certificates and endorsements are to be received and approved by Basin Transit before work commences and must be in effect for the duration of the contract. Basin Transit reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnities.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by Basin Transit. At Basin Transit's option, Consultant may be required to provide financial guarantees
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. Basin Transit reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## AGREEMENT ATTACHMENT 2 – DISADVANTAGED BUSINESS ENTERPRISE

### DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Although this Agreement is not subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.". Basin Transit does participate in DBE tracking and reporting to the State of California and the Federal Government. In order to ensure the California Department of Transportation (Caltrans) achieves its federally mandated statewide overall Disadvantaged Business Enterprise (DBE) goal, the Agency encourages the participation of DBE's, as defined in 49 CFR 26, in the performance of Agreements financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

As required by federal law, Caltrans has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans is tracking DBE participation on all federally assisted contracts. **Basin Transit's annual DBE goal is 6.3%.** To assist Contractors in ascertaining DBE availability for specific items of work, the Agency advises that it has determined that DBE's could reasonably be expected to compete for subcontracting opportunities on this project and the likely DBE Availability Advisory Percentage is 4 percent, consistent with Caltrans' objective. The Agency also advises that participation of DBE's in the specified percentage is not a condition of award. The Contractor has agreed to carry out applicable requirements of Title 49 CFR 26, in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference. The Contractor should notify the Basin Transit's General Manager in writing, of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

DBE as defined in Title 49 CFR 26 and other small businesses are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out the applicable requirements of 49 CFR. Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate. Any subcontract entered into as a result of the Agreement shall contain all the provisions of this section.