



REQUEST FOR PROPOSALS

FOR

**REQUIREMENTS CONTRACT FOR FRESNO AREA EXPRESS (FAX)  
MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (Maas) PLATFORM**

PROPOSAL NUMBER: 12401701

PROPOSAL SUBMISSION DEADLINE: (Prior to 3:00 p.m., March 19, 2024)

PROPOSAL CONTACT: Tamra Torrence

**PURCHASING DIVISION**

**Email: [tamra.torrence@fresno.gov](mailto:tamra.torrence@fresno.gov)**

**Phone: (559) 621-1153 OR 621-1332**

**Fax: (559) 457-1244**

CITY OF FRESNO  
 PROPOSAL SPECIFICATIONS  
**REQUIREMENTS CONTRACT FOR MOBILE FARE PAYMENTS AND  
 MOBILITY-AS-A-SERVICE (Maas)**  
 REQUEST FOR PROPOSALS NO. 12401701

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## NOTICE INVITING PROPOSALS

Sealed or electronic Proposals will be received by the office of the Purchasing Manager of the City of Fresno, all in accordance with the Specifications for:

### **REQUIREMENTS CONTRACT FOR MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM**

REQUEST FOR PROPOSALS NO. 12401701

The City of Fresno is soliciting proposals to build a Mobility-as-a-Service (MaaS) and Fare Payment-as-a-Service (FPaaS) solution that will allow a FAX transit passenger to plan, pay, travel, and communicate as quickly, conveniently, and seamlessly as possible across a variety of transportation modes. The solution will include design, hosting, manufacturing, testing, delivery, site preparation, installation, associated hardware, software, communications, all system interfaces, all system components, associated support, operations, maintenance, licenses, and training. The work will consist of all labor, materials, tools, and equipment required for procurement and installation. The proposed solution must meet all applicable Americans with Disabilities Act (ADA) requirements and standards.

This request is for a three (3) year Contract with four (4) possible one (1) year extensions.

The RFP forms, Instructions to Proposers, copies of plans and/or specifications may be obtained from the Office of the Purchasing Manager (phone 559 621-1332) via the City's web site: <http://www.fresno.gov>, *Doing Business (at the top of the screen), Bid Opportunities*.

#### **Proposals may be submitted electronically via Planet Bids or by paper only.**

**Proposals are to be submitted to the Office of the Purchasing Manager of the City of Fresno, 2101 G Street, Bldg. A, Fresno, CA 93706 or filed electronically using Planet Bids, prior to the opening at 3 p.m. on Tuesday, March 19, 2024, at which time they will be publicly opened and recorded. Join the bid opening meeting at <https://zoom.us/j/92047244398> or call (669) 900-9128, meeting ID 920 4724 4398.**

The City of Fresno hereby notifies all Proposers that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation or on any other basis prohibited by law.

A proposal conference will be held at **1:30 p.m. on Tuesday, March 5, 2024**. Join the meeting by going to <https://fresno-gov.zoom.us/j/93456168622> or call 1-669-900-9128, Meeting ID: 934 5616 8622. Prospective Proposers are encouraged to attend since City Staff will be present to answer any questions regarding the Specifications.

Services of an interpreter and additional accommodations can be made available. Requests for accommodations should be made at least five working days but no later than 48 hours prior to the scheduled meeting/event. Please contact the Buyer listed on the cover at 559-621-1153 or [tamra.torrence@fresno.gov](mailto:tamra.torrence@fresno.gov).

The City of Fresno reserves the right to reject any and all proposals.

## INSTRUCTIONS TO PROPOSERS

### REQUIREMENTS CONTRACT FOR MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM

REQUEST FOR PROPOSALS NO. 12401701

1. No proposal will be considered for award unless it is submitted on the proposal forms furnished by the Purchasing Manager, completely filled out, properly signed by the Proposer and delivered, under sealed cover plainly marked with the title and proposal number or filed electronically via Planet Bids on or before the date and time specified in the Notice Inviting Proposals. The time clock in the Purchasing Division will be the official clock for documenting the time of filing.
2. The City will award a Contract or reject any or all proposals within the time stated in the Specifications, and no proposal may be withdrawn within that period of time. Any award of a Contract exceeding \$50,000, shall be subject to the approval of the City Council.
3. The City reserves the right to reject any and all proposals.

#### **Submittal of Proposal**

4. Each Proposer shall carefully examine each and every term of this Request for Proposals; and each Proposer shall judge all the circumstances and conditions affecting its proposal. Failure on the part of any Proposer to make such examination and to investigate thoroughly shall not be grounds for any declaration that the Proposer did not understand the conditions of this Request for Proposals.
5. The Proposer shall comply with any and all federal, state, or local laws, now in effect or hereafter promulgated, which apply to the services and products herein specified.
6. This solicitation for proposals does not commit the City of Fresno to enter into a Contract or to pay any costs incurred in the preparation of responses to the request. The City of Fresno reserves the right to accept or reject any proposals, and to negotiate with any qualified source, or to cancel in part or in its entirety this Request for Proposals. It may accept the proposal that it considers to be in the interest of the City of Fresno, with or without negotiation.
7. The City reserves the right to waive any informality or minor irregularity when it is in the best interest of the City to do so, to negotiate for the modification of any proposal with mutual consent of the Proposer, to re-advertise for proposals if desired, and to accept the proposal which in the judgment of the City, even though it does not offer the lowest cost, is nevertheless deemed to offer the best value for the public and City. Any proposal which is incomplete, conditional, obscure, or which contains irregularities of any kind, may be cause for rejection.

#### **ACH Payment Initiative -Electronic Payment**

Proposer shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract. Payment for invoices submitted by the proposer shall only be rendered electronically unless payment by paper check is expressly authorized by the Controller, in the Controller's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary City procedures and practices. The proposer shall comply with the Controller's procedures to authorize electronic payments. Proposer acknowledges that it will not receive payment on any

invoices submitted under this Contract if it does not comply with the Controller's electronic payment procedures, except where the Controller has expressly authorized payment by paper check as set forth above.

**ADA**

**Accessibility Requirements:** Supplier warrants that it complies with California and federal disabilities laws and regulations; and the Services will conform to the accessibility requirements of WCAG 2.0AA. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services. The City may require Proposer to comply with these accessibility requirements if they are awarded a contract.

**Public Records**

8. The proposals received shall become the property of the City of Fresno and are subject to public disclosure. Those parts of a proposal which are defined by the Proposer as business or trade secrets as that term is defined in California Civil Code, Section 3426.1, and are reasonably marked "Trade Secrets", "Confidential", or "Proprietary", and placed in a separate envelope shall only be disclosed to the public if such disclosure is required or permitted under the California Public Records Act or otherwise by law. Proposers who indiscriminately and without justification identify most, or all, of their proposal as exempt from disclosure may not be considered for award. Proposals, excluding confidential information, will be available for review after posting of staff recommendation.

**Selection Process and Evaluation Criteria**

**9. Proposal Evaluation**

The Selection Committee will review and evaluate all proposals after formal receipt. To receive proper consideration, the proposal must meet the requirements of these Specifications. The evaluation process will provide credit only for those capabilities and advantages which are clearly stated in the Proposer's written proposals. In other words, advantages which are not stated will not be considered in the evaluation process.

Proposers whose proposals include a failure to comply with or take exception to these Specifications may not be considered for award and dropped from the evaluation process.

Qualifications and proposals will be evaluated and ranked based upon the categories below, listed in order of importance:

- Proposed approach to complete the work, including ability and flexibility to work with FAX on a phased implementation approach based on FAX funding levels.
- Qualifications and experience.
- Scenario-based cost proposals and conformance to the Terms and Conditions of the RFP.
- References

The grading categories will be weighted as follows:

<b>GRADING CATEGORY</b>	<b>WEIGHTING</b>
Proposed approach to complete the work, including scalability	35%
Qualifications and experience	30%

Scenario-based cost proposals and conformance to the Terms and Conditions of the RFP	25%
References	10%
TOTAL	100%

**Proposed Approach to Complete the Work, Including Scalability (35%)**

This category will evaluate the Proposed Approach included in the submittal. Some factors that will be considered when evaluating this category are:

- What is the proposed approach to completing the work?
- What is the proposed approach to project management and quality control?
- What are the team’s expectations of FAX staff?
- What is the proposed approach to scaling the app based on FAX funding levels, as well as the needs of the agency and end-users?
- What is the proposed approach for marketing the app to increase use of the app?

**Qualifications and Experience (30%)**

This category will examine the qualifications and experience of each firm, associated staff, and specific individuals that will be assigned to the project. Some factors that will be considered when evaluating this category are:

- What is the experience of each firm in performing similar work?
- Does the firm possess the technical capabilities to deploy the app?
- What is the background and experience of the staff from each firm?
- Does the team have sufficient staffing and technical/analytical skills to complete the proposed tasks?
- Does the team have experience with public outreach efforts and activities?

**Scenario-Based Cost Proposals and Conformance to the Terms and Conditions of the RFP (25%)**

This category will evaluate the reasonableness and competitiveness of the proposed costs for each phased scenario, and the proposer’s conformance to the terms and conditions of the RFP.

**References – (10%)**

This category will evaluate each firm and/or team member based on the information obtained from the references listed in the submittal.

- Did FAX receive favorable information about each firm and/or team member when conducting reference checks?

This solicitation for the RFP does not commit the City of Fresno to enter into a contract or to pay any costs incurred in the preparation of proposals. The City of Fresno reserves the right to accept or reject any proposals, to establish a competitive range, to negotiate with any qualified Respondent, or to cancel in part or in its entirety this solicitation for RFP's.

10. The Selection Committee reserves the right to request additional information from Proposers, to negotiate terms and conditions of the Contract, to visit sites, to request demonstrations or oral presentations, or ask Proposers to appear before the Selection Committee to clarify points of their proposal.

11. Selection will be based on qualitative analysis and cost. Any award shall be on the basis of the criteria specified and made to the Proposer whose proposal is judged as providing the best value in meeting the interest of the City and the objectives of the project, in the City's sole discretion.

12. The City reserves the right to make the selection of a Proposer based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the Proposer to perform the services set forth herein.

### **Time to Award**

13. The Proposer agrees that the City may have **ONE HUNDRED TWENTY (120) DAYS** to accept or reject proposals. It is further understood that, if the Proposer to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to another Proposer, who shall be bound to perform as if she/he had received the award in the first instance.

### **Contract Documents**

14. The proposer shall submit the required contract documents in a form acceptable to the Purchasing Division 2101 G Street, Bldg. A, Fresno, CA 93706 within 15 calendar days (except in the event in the event federal funding is applicable to this Contract, then 10 working days) from the Notice of Award of proposal. Failure to provide said documents within the designated period shall be sufficient cause to award to the next proposer offering the next best value to the City.

### **Questions, Clarifications, and Concerns**

15. The Specifications describing this project have been carefully prepared. Any questions or concerns relating to these Specifications shall be directed in writing to the designated Procurement Specialist of the Purchasing Division (see cover page) and may be submitted electronically by utilizing the Question and Answers field on Planet Bids.

Questions will be accepted only up to five (5) working days prior to the proposal date to allow the City, if necessary, to issue an addendum to all proposers stating revisions, deletions, or additions to be made to the Specifications as a result of any questions. If questions arise after the deadline, please contact the designated Procurement Specialist of the Purchasing Division, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or designee.

### **Contacts with City Staff**

16. Before an award is made, any contact with City staff, other than the Purchasing Manager or designee(s), without prior written authorization is strictly prohibited and may render the Proposer non-responsible.

### **REGULATED COMMUNICATIONS IN CITY PROCUREMENT PROCESS ORDINANCE**

17. The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain



specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, <http://www.fresno.gov>. Under Government, "City Clerk" - Fresno Municipal Code- Or view the Fresno Municipal Code directly at [https://library.municode.com/ca/fresno/codes/code\\_of\\_ordinances?nodeId=MUCOFR\\_CH\\_4CIPUCOSA\\_ART6RECOELOFPRPR](https://library.municode.com/ca/fresno/codes/code_of_ordinances?nodeId=MUCOFR_CH_4CIPUCOSA_ART6RECOELOFPRPR)

### **Notification of Staff Determination**

18. Once the City has reviewed and evaluated the proposals received and has determined for award the responsible proposal that provides the best value to the City, that determination will be posted on the City's website <http://www.fresno.gov>, reference link "Departments" (at the top of screen), "General Services," "Purchasing," and "Anticipated Formal Bid Award." It is the sole responsibility of interested Proposers to seek this information.

Proposers will be given an opportunity to submit, in writing, within 5 days to the Purchasing Manager any concerns with the RFP process or Staff Determination. Such writing will be taken under consideration by the City Manager and may be acted upon within 5 days. If no action is taken within such 5 days, then there shall be no change in Staff Determination. The exercise of Proposer of its right to submit its written concerns shall be a condition precedent to seeking judicial review of any award of a contract hereunder.

### **Debarment**

19. A Proposer may be debarred from bidding or proposing upon or being awarded any contract with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Proposer may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the Ordinance may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

### **OUTREACH TO SMALL BUSINESS ENTERPRISES IN SUBCONTRACTING**

20. The City of Fresno hereby notifies all Proposers that it is the City's policy to provide all small business enterprises, including minority, women, and disabled veteran business

enterprises, equal access and opportunity for participation in the performance of all construction contracts, professional service contracts, procurement of supplies, equipment and other services. Therefore, the City requests that a Proposer who intends to subcontract a portion of the work seek out small business enterprises that are potential subcontractors, suppliers, or consultants, and actively solicit their interest, capability, and prices.

### **APPLICABLE FTA GUIDANCE**

FTA Circular 4220.1F provides contracting guidance for recipients of federal assistance awarded by FTA when using that federal assistance to fund procurements or third-party contracts. FTA also publishes a Best Practices Procurement Manual (BPPM) which is available on FTA's website. Additional procurement requirements can be found in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 2 Code of Federal (CFR) 200.317-.326. Contracting and procurement staff should consult these authorities and guidance documents when procuring items funded by FTA.

### **ADDENDA**

The City makes a concentrated effort to ensure any addenda issued relating to these Specifications are distributed to all interested parties. It shall be the Proposer's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all addenda are part of the proposal. Signing the proposal on the signature page thereof shall also constitute signature on all addenda.

## II - PROPOSAL AND CONTRACT DOCUMENTS

PROPOSER'S NAME: \_\_\_\_\_  
(Submit with Proposal)

### CHECK LIST

Proposers are requested to submit this Checklist and the following information, providing the content in the sequence shown below. If documentation provided is incomplete, the Proposer may be ineligible for award of a Contract.

#### REQUIRED

- [X] 1. **COST PROPOSAL**, page 13
- [X] 2. **STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION AND INSURANCE REQUIREMENTS**, page 15
- [X] 3. **DEBARMENT AND SUSPENSION CERTIFICATION**, page 16
- [X] 4. **NON-LOBBYING CERTIFICATION**, page 17
- [X] 5. **DISADVANTAGED BUSINESS ENTERPRISES (DBE) LISTING**, page 18
- [X] 6. **DISCLOSURE OF CONFLICT OF INTEREST**, page 19
- [X] 7. **AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS(ACH)**, page 20
- [X] 8. **QUALIFICATION QUESTIONNAIRE**, page 21
- [X] 9. **BUY AMERICA**, page 23
- [X] 10. **SIGNATURE PAGE**, page 24
- [X] 11. **REFERENCES**, page 26
- [X] 12. **DETAILED WORK PLAN**, page 27

PROPOSER'S NAME: \_\_\_\_\_ (Submit with Proposal)

**REQUIREMENTS CONTRACT FOR  
MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM  
REQUEST FOR PROPOSALS No. 12401701**

**COST PROPOSAL**

**TERM OF CONTRACT:** The Contract shall be in effect for three (3) years from the date of the Notice to Proceed. The Contract may be extended for up to four (4) additional one (1) year terms, in accordance with the provisions set forth in these Specifications.

**Instructions:** List your pricing for the functionality checked, by section, in Exhibit A – Required Features Matrix in the Scope of Work of this document.

TO THE PURCHASING MANAGER, CITY OF FRESNO

Having carefully examined the Request for Proposals, attachments and related documents, the undersigned proposes and agrees to provide to the City of Fresno, in accordance with the Specifications annexed hereto and made a part thereof, the following services at the following rate:

**REQUIRED FEATURES PRICING**

No.	Description	Pricing
1.0	General Requirements	
2.0	Security and Privacy	
3.0	Accessibility	
4.0	Vendor Support	
5.0	Project Management	
	Total, Required Features	

**Instructions:** List your pricing for the functionality checked, by sub-section, in Exhibit B, Desired Features Matrix in the Scope of Work of this document.

**DESIRED FEATURES PRICING – MOBILE TICKETING**

No.	Description	Pricing
6.0	Mobile Ticketing	
6.1	Mobile Ticketing Functionality	
6.2	Mobile Ticketing Validation	
6.3	Mobile Ticketing Fare Products	
6.4	Mobile Ticketing Administration	
6.5	Mobile Ticketing Rider Portal	
6.6	Mobile Ticketing Agency Portal	
6.7	Mobile Ticketing Hosting Environment	
6.8	Mobile Ticketing Credit Card Processor	
	Total, Desired Features – Mobile Ticketing	

(Continued)

PROPOSER'S NAME: \_\_\_\_\_ (Submit with Proposal)

REQUIREMENTS CONTRACT FOR  
**MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM**  
**REQUEST FOR PROPOSALS No. 12401701**

**COST PROPOSAL**

**DESIRED FEATURES – TRIP PLANNER**

<b>No.</b>	<b>Description</b>	<b>Pricing</b>
7.0	Trip Planner	
7.1	Trip Planner Functionality	
7.2	Trip Planner Accessibility	
7.3	Trip Planner Real-Time Transit Information	
7.4	Trip Planner Crowd Sourcing	
7.5	Trip Planner Multi-Modal	
7.6	Trip Planner Micromobility/Shared Mobility	
7.7	Trip Planner Reporting/Dashboards	
7.8	Trip Planner Passenger Communication	

The above amount shall include any and all applicable taxes and fees.

If a contractor includes fare validation technology in their proposal, please provide the quantity of fare validators recommended along with the quantity recommended for purchase and when they should be purchased/deployed. Please provide unit pricing.

The final quantity of fare validators needed over the contract term is dependent upon the number of vehicles in the FAX fleet, a number that is unknown and will vary over the contract term. As a result, FAX reserves the right to determine the quantity and timing of validator purchases for its fleet, with the expectation that the vendor will accommodate varying order sizes and schedules.

FAX will require “price protection” for a minimum of two (2) years from the effective date of the agreement for additional FAX users and modules that are listed in the proposal but are not initially purchased.

The **Federal Acquisition Regulation (FAR), subpart 16.5** defines requirements contracts as an indefinite-delivery contract that may be used to acquire supplies and/or services when the exact times and/or quantities of future deliveries are not known at the time of contract award. The services for this solicitation are at a fixed interval with a termination date. Therefore, for the purposes of this solicitation, it shall be considered a requirements contract for city purposes but not for federal purposes.

PROPOSER'S NAME: \_\_\_\_\_  
(Submit with Proposal)

**REQUIREMENTS CONTRACT FOR  
MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM  
REQUEST FOR PROPOSALS No. 12401701**

**STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION  
AND INSURANCE REQUIREMENTS**

The Proposer shall sign below that the Proposer accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications. If the Proposer takes exception to some portions, those portions shall be listed below, and the Proposer shall sign that the Proposer accepts all portions of the requirements not listed.

Note: Any exceptions may render the proposal non-responsive.

**ACCEPT**  
 **DO NOT ACCEPT**

**If "DO NOT ACCEPT" is checked, please list exceptions:**

INSERT IF APPLICABLE

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Type or Print Name of Authorized Person

PROPOSER'S NAME: \_\_\_\_\_  
(Submit with Proposal)

**REQUIREMENTS CONTRACT FOR  
MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE  
(MaaS) PLATFORM  
REQUEST FOR PROPOSALS No. 12401701  
DEBARMENT AND SUSPENSION CERTIFICATION**

Contractor and all subcontractors shall meet debarment, suspension, ineligibility, and voluntary exclusion requirements pursuant to Executive Order 12549. See Federal Requirements, of this document. A list of excluded parties may be found at the following website: <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>.

Contractor shall return with its Proposal **this form**.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

**The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.**

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_



PROPOSER'S NAME: \_\_\_\_\_  
(Submit with Proposal)

**REQUIREMENTS CONTRACT FOR  
MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS)  
PLATFORM  
REQUEST FOR PROPOSALS No. 12401701**

**NONLOBBYING CERTIFICATION  
LOBBY RESTRICTIONS**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

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

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

\_\_\_\_\_  
Date

PROPOSER'S NAME: \_\_\_\_\_  
(Submit with Proposal)

REQUIREMENTS CONTRACT FOR  
**MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS)  
PLATFORM**  
REQUEST FOR PROPOSALS No. 12401701

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) LISTING**

Bidders are advised that, as required by federal law, the City is required to report Federal Transit Administration on DBE participation for all Federal aid contracts each year so the attainment efforts may be evaluated.

**This form is for informational purposes only and failure to provide this form will not affect the Bidders responsiveness.**

List all Disadvantaged Business Enterprises including, without limitation, DBE's that will perform any portion of the work or provide any products for this project, even if the dollar amount of the work the DBE will perform is less than one half ( $\frac{1}{2}$ ) of one percent (1%) of the total proposal amount.

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Category of Work: \_\_\_\_\_ Est. Amount: \$ \_\_\_\_\_
  
2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Category of Work: \_\_\_\_\_ Est. Amount: \$ \_\_\_\_\_
  
3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Category of Work: \_\_\_\_\_ Est. Amount: \$ \_\_\_\_\_
  
4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Category of Work: \_\_\_\_\_ Est. Amount: \_\_\_\_\_

**NOTE: Use additional sheets of paper if necessary**

PROPOSER'S NAME: \_\_\_\_\_ (Submit with Proposal)

**REQUIREMENTS CONTRACT FOR  
MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS)  
PLATFORM  
REQUEST FOR PROPOSALS No. 12401701**

**DISCLOSURE OF CONFLICT OF INTEREST**

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional page(s) attached.

Signature \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_  
(Submit with Proposal)

**CITY OF FRESNO FINANCE DEPARTMENT  
ACCOUNTS PAYABLE SECTION  
AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH PAYMENTS)**

Company Name \_\_\_\_\_ Contact Email Address \_\_\_\_\_  
(Required)

Contact Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

The City of Fresno, Finance Department, (FINANCE DEPARTMENT), is authorized to initiate credit entries to the company above, (COMPANY), in the account below at the depository financial institution named below, (DEPOSITORY), and to credit the same to such account. COMPANY acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_ Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

ACH Authorization Agreement Form already on file with City.

**This authorization is to remain in full force and effect until the FINANCE DEPARTMENT has received written notification of its termination. The FINANCE DEPARTMENT and DEPOSITORY have a reasonable time to process the termination.**

Name(s): \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

PROPOSER'S NAME: \_\_\_\_\_  
(Submit with Proposal)

REQUIREMENTS CONTRACT FOR:  
**MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM**  
**REQUEST FOR PROPOSALS NO. 12401701**

**PROPOSER QUALIFICATION QUESTIONNAIRE**

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

The undersigned Proposer submits the following information in accordance with the proposal Specifications: (Use additional sheets as needed.)

1. a. Business Name (If using more than one business name, please list all names.):

b. Address:

Is your firm operating as a franchisee? Yes  or No

If yes, list the franchiser, and number of years your business has been franchised:

2. Provide the names, titles, qualifications, years of experience, and years with your firm, for all key personnel in authority in your business, including the key personnel that will be involved in this project, and the extent to which they will be involved in the performance of this Contract.

3. How many years has your business been established?

How many years has your business been under your present name?

How many years under former names? (List name and number of years)

4. How many years has your business been providing services?

5. What other types of services does your business provide?

6. Do you have any affiliated companies? (If parent company, list subsidiaries and divisions. If subsidiary or division, name parent company, its principals, and their addresses):

7. Have there been any contract terminations for the services your firm performs before the fulfillment of the contract within the past three years? Yes  or No

If so, list the date, client, and reason for termination below:

PROPOSER'S NAME: \_\_\_\_\_  
(Submit with Proposal)

**PROPOSER QUALIFICATION QUESTIONNAIRE (Continued)**

**REQUIREMENTS CONTRACT FOR:  
MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM  
REQUEST FOR PROPOSALS NO. 12401701**

8. Provide an organization chart, indicating full-time personnel, job titles, locations, and whether each individual works out of an office or is in the field. Organization chart attached?

Yes  or No

9. Does the proposer currently possess sufficient resources to meet the initial requirements (See the Statement of Work on pgs.52-75) for this contract?

Yes  or No

If "Yes", describe the inventory and if "No", describe how you will meet the initial requirements:

10. Describe how you will meet the requirement to deliver a mobile fare payment and trip planning application that meets the specifications defined in this service contract.
11. Outline your support services including establishing direct lines of communication between City technical staff and the manufacturer(s).

PROPOSER'S NAME: \_\_\_\_\_  
(Submit with Proposal)

**REQUIREMENTS CONTRACT FOR  
MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS)  
PLATFORM  
REQUEST FOR PROPOSALS No. 12401701**

**BUY AMERICA CERTIFICATION  
49 C.F.R. § 661.6, for the Procurement of Steel, Iron, or Manufactured Products**

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

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

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

Title \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_  
(Submit with Proposal)

REQUIREMENTS CONTRACT FOR  
**MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM**  
REQUEST FOR PROPOSALS No. 12401701

**SIGNATURE PAGE**

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the statements contained in this proposal are true and correct.

PROPOSAL SUBMITTED BY:

(Please follow the instructions for each line, as explained below.)

(1) \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Firm Phone Fax

(2) \_\_\_\_\_  
(Corp.) (Individual) (Partner) (Other)

(3) \_\_\_\_\_  
Business Address

\_\_\_\_\_ City State Zip Code

(4) By: \_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Type or Print Name of Authorized Person and Title

Federal Tax I.D. No.: \_\_\_\_\_ Date: \_\_\_\_\_



**INSTRUCTIONS FOR SIGNATURE PAGE**

LINE 1: The name of the Proposer must be the same as that under which a license is issued, if a license is required. If the Proposer is a corporation, enter the exact name of the corporation under which it is incorporated; if Proposer is an individual, enter name; if Proposer is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the Proposal and any Contract awarded thereunder are to be addressed.

LINE 4: (a) If the Proposer is a corporation, the Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign contracts (sample certification attached): a copy of the Secretary of State printout, a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts.

(b) If Proposer is an individual, he/she must sign the Proposal, or if the Proposal is signed by an employee or agent on behalf of the Proposer, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the proposals or must be submitted with the Proposal.

(c) If the Proposer is a partnership, the Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Proposer is a joint venture, the Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and c) above apply respectively.

Where Proposer is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME	ADDRESS

NOTE: All addresses must be complete with street number, City, State, and Zip Code.

**REFERENCES**

**REQUIREMENTS CONTRACT FOR:  
MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM  
REQUEST FOR PROPOSALS NO. 12401701**

Please list at least three references of similar size and type of services, including governmental agencies, if available.

1. AGENCY/COMPANY NAME:  
ADDRESS:  
CONTACT PERSON: E-MAIL:  
PHONE NUMBER: FAX NUMBER:  
LENGTH OF CONTRACT: NUMBER OF YEARS:  
TYPE OF SERVICE PROVIDED:

2. AGENCY/COMPANY NAME:  
CONTACT PERSON: E-MAIL:  
PHONE NUMBER: FAX NUMBER:  
LENGTH OF CONTRACT: NUMBER OF YEARS:  
TYPE OF SERVICE PROVIDED:

3. AGENCY/COMPANY NAME:  
ADDRESS:  
CONTACT PERSON: E-MAIL:  
PHONE NUMBER: FAX NUMBER:  
LENGTH OF CONTRACT: NUMBER OF YEARS:  
TYPE OF SERVICE PROVIDED:

PROPOSER'S NAME: \_\_\_\_\_  
(Submit with Proposal)

**REQUIREMENTS CONTRACT FOR  
MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM  
REQUEST FOR PROPOSALS No. 12401701**

**DETAILED WORK PLAN**

In this section, please include a detailed work plan for the project, such as the proposed team for the project, expertise and experience of each team member to be assigned to the project, experience with similar or related services, proposed approach to complete the work, proposed approach to project management, analytical capabilities, access to data and analytical tools or programs to be used, information needed from FAX to complete the project, quality control mechanisms, and/or other relevant information. The detailed work plan should make reference to proposers' cost proposals and demonstrate how the proposer will meet the required and desired functionalities and features included in Exhibits A and B in the Scope of Work.

## SAMPLE SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and [Contractor Name], [Legal Identity] (Contractor) as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: [Title] (Request for Proposals No. [Number]) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of [WRITTEN \$ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS (\$[DOLLAR AMOUNT]), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents.

4. INDEMNIFICATION. To the furthest extent allowed by law, CONTRACTOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, CONTRACTOR or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. CONTRACTOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

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

This section shall survive termination or expiration of this Agreement..

**[Signatures follow on the next page.]**

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by City shall be subsequent to that of Contractor's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,  
A California municipal corporation

[CONTRACTOR],  
[Legal Identity]

By: \_\_\_\_\_  
[Name],  
[Title/Dept.]

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

APPROVED AS TO FORM:

Title: \_\_\_\_\_  
(If corporation or LLC., Board Chair,  
Pres. or Vice Pres.)

City Attorney

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

By: \_\_\_\_\_  
Jennifer M. Wharton                      Date  
Deputy City Attorney

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

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

ATTEST:  
TODD STERMER, CMC  
City Clerk

REVIEWED BY:

By: \_\_\_\_\_  
Date  
Deputy

\_\_\_\_\_

Addresses:  
CITY:  
City of Fresno  
Attention: [Name]  
[Title]  
[Street Address]  
Fresno, CA [Zip]  
Telephone: (559) [#]  
E-Mail: [E-Mail address]

CONTRACTOR:  
[Contractor Name]  
Attention: [Name]  
[Title]  
[Street Address]  
[City, State Zip]  
Telephone: [area code and #]  
E-Mail: [E-Mail address]

### III - GENERAL CONDITIONS

### III. GENERAL CONDITIONS

#### REQUIREMENTS CONTRACT FOR MOBILE FARE PAYMENT AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM REQUEST FOR PROPOSALS NO. 12401701

1. **DEFINITIONS:** Wherever used in the Specifications, including the Instructions to Proposers, the proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "City" and "City of Fresno" shall each mean the City of Fresno, CA, unless otherwise indicated.
- (b) "City Manager" shall mean the City Manager of the City of Fresno.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Proposers, the proposal and any addenda thereto, the Contract and all City of Fresno specifications, and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Contractor" shall mean each person or entity awarded a Contract hereunder and named or to be named in the Contract with the City of Fresno to furnish the goods or services, or both, to be furnished under the Contract.
- (e) "Council" and "City Council" shall each mean the Council of the City of Fresno.
- (f) "Proposer" shall mean each person or entity submitting a proposal, whether or not such person or entity shall become a Contractor by virtue of award of a Contract by the City.
- (g) "Purchasing Manager" shall mean the Purchasing Manager of the City of Fresno.
- (h) "Specifications" shall mean the Contract Documents.

2. **DELIVERY OF SERVICES:** If Contractor is delayed providing services by (i) any acts or omissions of City or its employees, or others acting under authority of City by contract or otherwise, (ii) acts of God which Contractor could not reasonably have foreseen and provided for, (iii) illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, or (iv) any illegal general lockouts or other defensive action by employers, whether general or by organizations of employers; Contractor shall have no claim for damages against City for any such cause of delay, but shall be entitled to an extension of time as will reasonably compensate Contractor for actual loss of time occasioned thereby. Contractor may apply to the City Manager for such extension. However, no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager, in writing, within one week after the commencement or occurrence of the condition or event which is expected to cause a delay in delivery, of such condition or event and the actual or estimated number of days of delay anticipated on account thereof. The decision of the City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, will be given in writing to Contractor.

3. **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate this Contract for any reason, upon sixty (60) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

4. TERMINATION FOR CAUSE:

a. If the Contractor shall fail to complete delivery, within the time or times specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract, the City Manager of the City of Fresno or designee, acting for and on behalf of the City, may at any time after the expiration of the time for cure, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such of the items or service to be furnished which have not been delivered or accepted prior to such termination.

b. The City may terminate this Contract if the Contractor materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within fifteen (15) days after written notice by the City specifically describing the breach.

c. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or designee, which notice shall be deemed to have been received by Contractor, if mailed by certified mail, within forty-eight hours to Contractor's address as contained in the proposal to the City or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

5. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents to the Purchasing Manager, 2101 G Street, Bldg. A, Fresno, California 93706, in a form acceptable to the City of Fresno within fifteen (15) calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award. Failure to provide said documents within the designated period shall initiate a City departmental recommendation for City to award the Contract to another Proposer.

6. PERFORMANCE BOND: Throughout the life of this Contract, the Contractor shall pay for and maintain in full force and effect a "Faithful Performance Bond" from a corporate surety, admitted by the California Insurance Commissioner to do business in the State of California, in the amount of **\$N/A**. If applicable, this bond is to be renewed annually.

7. INSURANCE REQUIREMENTS.

(a) Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Contractor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.



(c) The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of ISO \*Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Technology Liability (Errors and Omissions) insurance appropriate to CONTRACTOR’S profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.
5. Cyber Liability (Privacy and Data breach) insurance appropriate to CONTRACTOR’S profession.

#### MINIMUM LIMITS OF INSURANCE

CONTRACTOR, or any party the CONTRACTOR subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:
  - (i) \$1,000,000 per occurrence for bodily injury and property damage;
  - (ii) \$1,000,000 per occurrence for personal and advertising injury;
  - (iii) \$2,000,000 aggregate for products and completed operations; and,
  - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. TECHNOLOGY PROFESSIONAL LIABILITY :

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

6. CYBER LIABILITY insurance with limits of not less than:

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate

#### UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

#### DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions.

#### OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. Additional Insured status under the General Liability policy shall be broad as that contained in ISO Form CG 20 10 04 13 or CG 20 26 04 13.
- 2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
- 3. For any claims relating to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers.

Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it. CONTRACTOR shall establish primary and non-contributory status under the General Liability policy by use of ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non contributory status as broad as that contained in ISO Form CG 20 01 04 13.

All policies of insurance shall contain, or be endorsed to contain, the following provision: CONTRACTOR and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The Cyber and Technology Professional Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required for claims involving any professional services for which CONTRACTOR is engaged with the City for such length of time as necessary to cover any and all claims

If the Technology Professional and Cyber Liability insurance policies) are written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONTRACTOR, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, its principals, officers, agents, employees, persons under the supervision of CONTRACTOR, vendors, suppliers, invitees, consultants, subcontractors, or anyone employed directly or indirectly by any of them.

#### VERIFICATION OF COVERAGE

CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

#### SUBCONTRACTORS

If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONTRACTOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

#### 5. INDEMNIFICATION:

To the furthest extent allowed by law, CONTRACTOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, CONTRACTOR or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. CONTRACTOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

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

This section shall survive termination or expiration of this Agreement.

6. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this project; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Scope of Work.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order precedence.

7. FEDERAL IMMIGRATION REFORM AND CONTROL ACT OF 1986: As a material part of any contract for a City of Fresno project, every Contractor who has employees who will work on a City of Fresno project, is required to comply with all of the provisions of the Federal Immigration Reform and Control Act of 1986 (P.L. 99-603, 100 Stat. 3359). This requirement includes compliance with all of the employee documentation provisions. Furthermore, the Contractor will make any employee documentation required to comply with the Act immediately available to the City upon its request for each individual employee working on a City of Fresno project.

8. WORKMANSHIP GUARANTY: The workmanship of the services to be performed for the City by the Contractor will be in accord with the Specifications, and where not specified, in accord with generally accepted standards.

9. ALTERATION OF TERMS: No alterations or variations of the terms of this Contract shall be valid unless made in writing and signed by both parties.

10. CONTRACT CHANGES: No changes or modifications to the Contract shall be made unless agreed to and signed by both parties. No prior, current or post award verbal agreement or agreements with any officer, agent or employee of the City shall affect or modify any terms or obligations of these Specifications or any Contract resulting from this procurement.

11. AMENDMENTS: The City of Fresno reserves the right to add, modify, or delete items from the Contract including Special Conditions or Scope of Work. Any changes shall be made only by means of a formal amendment signed by both the City and Contractor.

12. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale, or subcontracting by the Contractor, its successors, or assigns, shall be null and void unless approved in writing by the City.

13. TERMINATION BY CITY FOR NON-APPROPRIATION: In the event of non-appropriation relating to the Contract, City shall have the right to terminate the Contract at the end of any fiscal year of City, in the manner and subject to the terms specified in this paragraph. City shall endeavor to give written notice of such termination not less than sixty (60) days prior to the end of such fiscal year, and shall notify Contractor of any anticipated termination. For purposes of this paragraph, "fiscal year" shall mean the twelve-month fiscal period of City which commences on July 1 in every year and ends on the following June 30. For purposes of this paragraph, "non-appropriation" shall mean the failure of the City or City's governing body to appropriate money for any fiscal year of City sufficient for the continued performance of the Contract by City.

14. INDEPENDENT CONTRACTOR: In the furnishing of the services provided for herein, the Contractor is acting as an independent contractor. Neither the Contractor, nor any of its officers, associates, agents or employees shall be deemed an employee, joint venturer, partner, or agent of the City for any purpose. However, the City shall retain the right to verify that the Contractor is performing its respective obligations in accordance with the terms of the Contract.

Because of its status as an independent contractor, Contractor and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. Contractor shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Contractor shall be solely responsible, indemnify, defend and save City harmless from all matters relating to employment and tax withholding for and payment of Contractor's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and

(ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to City or to this Agreement.

15. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties thereunder shall be Fresno County, California.

16. COMPLIANCE WITH LAW: In providing the services required under the Contract, Contractor shall at all times comply with all applicable laws of the United States, the State of California and the City of Fresno, and with all applicable regulations promulgated by Federal, State, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of the Contract.

17. SEVERABILITY: The provisions of the Contract are severable. The invalidity, or unenforceability of any one provision in the Contract shall not affect the other provisions.

18. INTERPRETATION: The Contractor acknowledges that the Contract in its final form is the result of the combined efforts of the parties and that, should any provision of the Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing the Contract in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

19. ATTORNEY'S FEES: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

20. EXHIBITS: Each exhibit and attachment referenced in the Contract is, by the reference, incorporated into and made a part of the Contract.

21. MAINTENANCE OF RECORDS: Records of Contractor pertaining to the services hereunder shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of the Contract and for a period of three years after final payment and for the period of time required by law. In addition, all books, documents, papers, and records of Contractor pertaining to the Contract shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This section shall survive expiration or termination of the Contract.

22. RECYCLING: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

(a) After award, immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(b) Immediately contact the Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(c) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

23. NOTICES: Any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Proposal in the case of the Contractor and at the address in the Special Conditions for mailing of invoices in the case of City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

24. BINDING: Subject to Section 15 of these General Conditions, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

25. WAIVER: The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

26. CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. NO THIRD PARTY BENEFICIARIES: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties.

28. EXTENT OF AGREEMENT: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor.

29. HEADINGS: The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

#### IV. FEDERAL CONDITIONS



REQUIREMENTS CONTRACT FOR  
**MOBILE FARE PAYMENT AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM**  
REQUEST FOR PROPOSALS NO. 12401701

**IV. FEDERAL CONDITIONS  
FOR MATERIALS & SUPPLIES  
GREATER THAN \$250,000**

This contract/purchase agreement is subject to a financial assistance contract between the City of Fresno and the Federal Transit Administration, which requires that this contract/agreement contain the following clauses:

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The City and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

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

**ACCESS TO RECORDS AND REPORTS**

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements,

other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

## **FEDERAL CHANGES**

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

## **TERMINATION**

(1) Termination for Convenience: The City of Fresno may terminate this contract, in whole or in part, at any time by written notice to the contractor. The contractor shall be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to be paid by contractor. If the contractor has any property in its possession belonging to the City of Fresno, the contractor will account for the same, and dispose of it in the manner the City of Fresno directs.

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

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

## **CIVIL RIGHTS**

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) **Nondiscrimination** – In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

The contractor, subrecipient 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 applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-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 the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

### **INCORPORATION OF FTA 4220.1F TERMS**

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fresno request, which would cause the City of Fresno to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

### **SUSPENSION AND DEBARMENT**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **BUY AMERICA**

(1) The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the

product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

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

**The certificate titled *Buy America Certification* must be completed and returned with your bid. This certificate is located on page 23.**

### **RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION**

(1) The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of California. In the event of litigation between the two parties, proper venue shall be laid in a court of competent jurisdiction in the County of Fresno, State of California.

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

(3) Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the City's decision.

### **LOBBYING**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

**The certificate titled *Non Lobbying Certification* must be completed and returned with your bid. This certificate is located behind the bid form page 17.**

## **CLEAN AIR**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

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

## **CLEAN WATER**

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

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

## **CARGO PREFERENCE REQUIREMENTS**

**Use of United States-Flag Vessels.** The contractor agrees:

(1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

(3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

## **FLY AMERICA**

Fly America Requirements:

(1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is

available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

<b>Statement of Unavailability of U.S.-Flag Air Carriers</b>
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. <i>Stated Reason(s):</i>

(5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

**ENERGY CONSERVATION**

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

**RECYCLED PRODUCTS**

The contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**ADA ACCESS**

(1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**SAFE OPERATION OF MOTOR VEHICLES**

(1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased”

refer to vehicles owned or leased either by the Contractor or City.

(2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

### **PROMPT PAYMENT**

(1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the City of Fresno. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

### **NOTICE OF LEGAL MATTERS AFFECTING THE FEDERAL GOVERNMENT**

(1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the City of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

(2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(3) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(4) *Additional Notice to U.S. DOT Inspector General.* The contractor must promptly notify the City and U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the City is located, if the contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the City and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the City. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the contractor. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

(5) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**



The Contractor agrees to comply with 2 CFR 200.216 and Public Law 115-232, Section 889, and may not 1) procure or obtain; 2) extend or renew a contract to procure; or 3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system for this federally funded agreement. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b) Telecommunications or video surveillance services provided by such entities or using such equipment.
- c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## IV – SPECIAL CONDITIONS

## IV. SPECIAL CONDITIONS

### REQUIREMENTS CONTRACT FOR MOBILE FARE PAYMENTS AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM

REQUEST FOR PROPOSALS NO. 12401701

TERM OF CONTRACT: This Contract shall be in effect for three (3) years from the date of the Notice to Proceed. The Contract may be extended, with the mutual written consent of both parties, for four years (4) in one-year increments with price increases/decreases in accordance with the provisions set forth herein, all other terms and conditions specified herein remaining the same. If either the City or Contractor elects not to extend the Contract, or upon expiration of the final one-year extension term, the Contractor shall aid the City in continuing, uninterrupted, the requirements of the Contract, by continuing to perform on a temporary basis, when specifically requested to do so in writing by the Purchasing Manager, for a specified term not to exceed twelve months. Such continuance shall be subject to price increases/decreases in accordance with the provisions set forth herein, and all other terms and conditions remaining the same as if the contract had been extended for such a temporary period by an amendment hereto.

#### CONTRACT PRICE ADJUSTMENTS

All prices and rate increases under this contract shall be limited to an amount not to exceed the amount as specified by the Consumer Price Index (CPI) in the same year as the year specified in this contract

#### COMPENSATION ESCALATION DUE TO CHANGE IN MINIMUM WAGE

In the event the Contractor is required by a collective bargaining labor agreement or by the Federal Government increases the minimum wage then the contract rates as defined in this proposal shall be subject to negotiation between the Contractor and the City of Fresno. In the event that negotiated changes in contract rates cannot be agreed upon by the City of Fresno and the Contractor, then the Contract may be terminated by either party in accordance with the General Conditions of This Contract. If the Contractor and the City of Fresno agree to a negotiated change in contract rates as defined in this proposal, the Contractor shall increase the minimum hourly wages and salaries paid to its employees performing services under this Contract in accordance with new negotiated wages and salaries.

\*Note: The Minimum wage rate in California is currently at \$16.00 an hour for all employers, effective January 1, 2024. Proposers should consider wage rates, when completing their proposal. (IF APPLICABLE)

PAYMENT: The Proposer shall invoice the City of Fresno in order to initiate the payment process. Invoices shall conspicuously display the City's purchase order number and shall be submitted to:

ATTENTION: Accounts Payable  
Fresno Area Express  
Accounts Payable  
2223 G. Street  
Fresno, CA 93706

Contractor hereby agrees not to assign the payment of any monies due Contractor from City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). City retains the right to pay any and all monies due Contractor directly to Contractor.

## V - SCOPE OF WORK

## V. SCOPE OF WORK

### REQUIREMENTS CONTRACT FOR FRESNO AREA EXPRESS (FAX) MOBILE FARE PAYMENT AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM REQUEST FOR PROPOSALS NO. 12401701

#### SCOPE OF WORK

##### A. PROJECT SUMMARY

The City of Fresno Transportation Department / Fresno Area Express (FAX) is seeking proposals from qualified vendors who can successfully implement a Mobility as a Service (MaaS) and Fare Payment-as-a-Service (FPaaS) solution that will allow transit passengers in Fresno to plan, pay, travel, and communicate as quickly, conveniently, and seamlessly as possible across a variety of transportation modes.

Exhibit A below contains the list of required functionalities and Exhibit B lists the desired functionalities.

When submitting a proposal, prospective vendors are asked to address, at a minimum, the required functionalities in Exhibit A. In addition, prospective vendors are encouraged to include any combination of the desired functionalities in Sections B, and C in Exhibit B, with the required functionalities in Section A.

FAX has set aside a limited amount of funding for a Unified Mobility Platform and is aggressively applying for additional grant funding. In the meantime, FAX desires to roll out a scalable solution that could begin at a small scale and grow into a robust solution over time with additional funding. Vendors are encouraged to submit proposals that provide an initial low-cost baseline mobile fare payment application checking off the criteria defined in Exhibit A, the Required Features Matrix, as well as pricing for more robust solutions, as described in Exhibit B, the Desired Features Matrix, as options for when FAX secures additional funds. FAX anticipates that the City of Fresno will award a contract for a period of three years, with four optional one-year extensions.

Currently, FAX does not have a mobile fare payment, or a functional white-label transit trip planning app, while there is demand for both. FAX's 2022 Passenger Satisfaction Survey found that almost 80 percent of FAX passengers would use an electronic fare payment system (EFPS) such as mobile ticketing, contactless payment, credit cards, and smart cards, if available. The same survey found that 70 percent of respondents already use mobile apps to help plan their bus trips.

In light of evolving MaaS and FPaaS applications and increasing passenger demand, FAX is seeking to build out a unified mobility platform (app) that provides account-based fare collection, contactless open loop mobile ticketing, smart card, and EMV functions. It would also include fare capping and cash apps for the unbanked or underbanked, accompanied by a robust multi-modal, multilingual, and accessible journey planning application that will provide passengers with comprehensive trip planning functions in real time.

FAX provides paratransit service through Handy Ride. As a result, the app is intended for both fixed-route and paratransit passengers and will incorporate information and services for both audiences.

Handy Ride currently requires 24-hour advance reservations and is exploring implementing on-demand paratransit service. The mobile app would play a central role in this transition, incorporating such capabilities as booking trip reservations, ride payment, and vehicle tracking, amongst others. FAX recognizes that this is an evolving area of MaaS and FPaaS, and therefore, does not expect an integrated paratransit app in the initial phases of the app.

For the trip planning app, travel modes could include existing fixed route transit, Amtrak service, and Transportation Network Companies (TNCs) such as Uber and Lyft, as well as future micromobility services (shared bikes, e-bikes, scooters, etc.), mobility-on-demand services (e.g., microtransit, on-demand paratransit), California High Speed Rail service, and other mobility services as they become available, possibly even electric vehicle charging station locations. In addition, the application should provide FAX with a mechanism to proactively communicate with passengers in real time (e.g., bus trip cancellations, alerts, upcoming outreach events, etc.); internal dashboards for quality control, monitoring, and refined transit planning efforts; and possible gamification features to incentivize sustainable travel alternatives. Successful bidders should include a marketing component with an added emphasis on reaching underserved communities.

FAX prefers incrementally building its unified mobility platform starting small and then adding new functionality when appropriate and funding is available. As a result, FAX is accepting proposals from qualified vendors for everything from a baseline fare payment system to a fully unified mobility platform incorporating real-time fare payments and trip planning. The baseline fare payment system will serve as the foundation for the unified mobility application, necessitating the need that it be scalable, with the ability to easily integrate with other digital transportation services.

In summary, FAX seeks an open platform unified mobility application consisting of a robust fare payment platform and trip planning tool, using real-time transit information, and accessible to third party platforms. The app should be an accessible and multilingual white-label app that can be customized with FAX branding and expanded as additional mobility services become available. A marketing component is required.

This RFP could result in the award of either one contract led by a prime consultant with one or more subcontractors, or one or more individual contracts with separate vendors. Such arrangements require the adoption of collaborative working procedures and the use of application programming interfaces (APIs) or software development kits (SDKs) to create a seamless unified mobility platform.

Because of the dynamic nature of digital mobility services, the fare payment platform will need to be scalable, having the ability to integrate with mobility services in the future. As a result, FAX acknowledges that “phasing” implementation will likely be required and is open to recommendations from vendors as to how to implement their product or service to yield the best results.

## **B. PROJECT GOALS**

**Overarching and long-term project goals include:**

### **Increase Access to Mobility and Fare Payment Options**

The application is intended to increase awareness and enhance access to transportation services which can improve the quality of life of community members and result in more sustainable transportation options for both fixed-route and paratransit passengers. A free, accessible, multilingual, and comprehensive trip planning and mobile fare payment

app/automatic fare collection system should bring multiple modes of transportation into one application, allowing for clear visibility of real-time travel options and associated costs. Improved transportation services can increase access to places of employment, education, healthcare, and recreation.

### **Innovate and Individualize Travel**

The application should allow travelers to create individualized trip itineraries based on their unique preferences and dynamic needs. It should improve the ease of multimodal trip planning and fare payment by providing travelers with access to a vast array of mobility options through a single mobile interface. Travelers should be able to customize their mobility experience using a combination of existing fixed-route bus transit, Amtrak rail service, and car-based ride hailing services, as well as future high-speed rail transit, shared bike and/or scooter services, and/or other evolving technologies, with the ability to pay for these mobility services via the same application. Travelers should also be able to define and adjust their preferences based upon their historical travel experiences.

### **Incentivize Green Travel**

This initiative should encourage residents and visitors to reduce their dependence on single occupancy vehicle use and choose lower-carbon alternatives including walking, biking, taking transit, and using micromobility, when possible. In initial or future phases, the hope is that the application will equip travelers with meaningful data that can be used to plan trips based on cost, Carbon Dioxide (CO<sub>2</sub>) emissions, travel time, and personal enjoyment. The application should highlight how personal travel habits impact the environment and empower change at the individual level through a reduction of single-occupancy vehicle use and the associated traffic and CO<sub>2</sub> emissions. Furthermore, travelers should have access to comprehensive information about available transportation services that may result in increased ridership of shared-ride transportation services.

The unified mobility app should allow passengers to access and manage their accounts in several ways, including a smartphone app, a web portal, at designated retail locations for unbanked and underbanked passengers, and/or other innovative methods to improve customer access. FAX is interested in solutions that allow additional transit/transportation operators to be added to the mobile app over time.

## **C. FAX BACKGROUND**

Fresno is in the San Joaquin Valley of California, mid-way between San Francisco and Los Angeles. As the largest public transportation provider in the Central Valley, Fresno Area Express (FAX) serves the greater Metropolitan area of Fresno and Clovis. Fresno County has approximately 1 million people and represents the fifth largest region in the state of California. Approximately 55% of the County's population resides in the city of Fresno, which comprises an area of 115 square miles.

FAX operates 120 fixed-route buses along 18 routes seven days a week throughout the Fresno-Clovis Metropolitan Area (FCMA). Seven lines converge downtown, at Courthouse Park. Additional bus transfer facilities are in central Fresno at the Manchester Transit Center (MTC) and in northern Fresno at River Park Shopping Center.

The FAX service area contains 1,518 bus stops within the FCMA, with 52 of these stops having ticket vending machines (TVM's) available for riders to purchase bus passes. Riders can also purchase bus passes at 5 authorized outlets, Manchester Transit Center (MTC), and at one TVM located at City Hall.

During FY 2023, FAX provided over 8 million unlinked fixed-route passenger trips, collecting a fare revenue of just over \$3.4 million. Of the fares collected, 134,767 were

cash-based transactions onboard the bus, equating to approximately \$2.4 million in cash transactions.

FAX also offers a paratransit “Handy Ride” service designed to meet the transportation needs of eligible persons with disabilities who cannot functionally use the FAX fixed-route bus system. With a fleet of 54 wheelchair lift equipped buses and nine sedans, Handy Ride provided almost 140,000 passenger trips in FY 2023, collecting a fare revenue of almost \$129,000.

**Current Fare Payment and Transit Information Processes**

The Proposer’s solution for the ‘basic’ or baseline mobile fare payment should offer visual fare validation by the bus driver as a starting option, with potential upgrades toward non-visual fare validation pending available resources. The desired mobile fare payment solution should work alongside FAX’s existing fare collection system that includes Genfare Vendstar IV Ticket Vending Machine’s (TVMs), Printer Encoder Machine (PEM) units, and Genfare Odyssey Fareboxes. These technologies are currently in use by both FAX fixed-route transit and Handy Ride paratransit. FAX is currently exploring farebox replacement options once the Odyssey Fareboxes reach End of Life (2025) and End of Service (2028).

FAX recently upgraded their CAD/AVL system to a state-of-the-art system centered around 5G cellular data infrastructure. With the implementation of the Sierra Wireless XR90 5G mobile gateway router utilizing cellular data, the CAD-AVL system provides real-time information to passengers, integration with Automatic Passenger Counters (APCs), and the ability to communicate real-time information and telematic alerts.

FAX currently uses Genfare Odyssey fareboxes and ticket vending machines. Fareboxes are available on all buses making up the FAX fixed-route fleet. TVMs are currently available at all 52 Bus Rapid Transit (BRT) stations on Route 1 along Blackstone Avenue and Ventura/Kings Canyon, and one additional TVM is located at City Hall. Only the fareboxes are reaching their end of life. The TVMs and PEM units are not.

In the coming years, FAX may be reviewing options for farebox technologies as existing hardware nears the end of its useful life. As a result, Proposers are welcome to provide suggestions for fareboxes that work well with their mobile fare payment solutions.

FAX currently has various contracts with educational institutions that allow magnetic stripe media. FAX is seeking mobile ticketing functionality that continues to allow magnetic stripe media and that also allows future alternatives for passengers from large-scale educational facilities and other institutions.

**FAX FARE STRUCTURE**

<b>PASS TYPE</b>	<b>REGULAR</b>	<b>STUDENTS</b>	<b>REDUCED</b>
31 Day Pass	\$36.00	\$22.00	\$18.00
10-Ride Card	\$9.00		\$4.50
1-Ride Card	\$1.00	\$.75	\$0.50



Handy Ride (60 rides per month per person)	\$36.00		
Active-Duty Military/ Veteran			Free
Children 12 and Under			Free
Fresno State University and Community College Students			Free to students. Reimbursed to FAX by the educational institutions.
Fresno Unified School District (FUSD) High School Students			Free to participants. Bus passes purchased and administered by FUSD.
Fresno County Department of Social Services (DSS)			Free to clients. Bus passes purchased and administered by DSS.

\*With Valid Identification (Fares subject to change)

FAX's primary fare types on fixed-route service and paratransit are as follows:

- a. One Ride Pass: Valid for one single ride. Regular and reduced fare pricing is available.
- b. 10-Ride Card: Valid for 10 separate single rides. Regular and reduced fare pricing is available.
- c. 31-Day Pass: Valid for 31 consecutive days starting on the day the ticket is activated or inserted into the farebox. Regular and reduced fare pricing is available.
- d. Handy Ride: Our Paratransit fares are valid for 60 rides per month, per person starting on the 1<sup>st</sup> day of the month. Handy Ride passes are valid for a calendar month.
- e. Cash fares: \$1.25 per Handy Ride trip; \$1 fixed-route regular; \$0.75 fixed-route student; \$0.50 fixed-route reduced fare.

Among the options above, cash payment onboard FAX fixed-route fares accounted for over 64% of all transactions, while cash payment aboard Handy Ride accounted for 39%. In fiscal year 2022 (July 2021 – June 2022), fixed-route ridership totaled approximately 7 million passenger trips, while Handy Ride provided close to 135,000 trips.

Fixed route reduced fare passes are passenger specific with eligible passengers providing visual I.D. proof of eligibility to the bus driver upon boarding. FAX is not responsible for lost, stolen or damaged tickets. Refunds and/or replacement tickets are not generally available. FAX also requires that all students provide a valid student ID that verifies their eligibility.

**D. PROJECT SCOPE**

A minimum, or baseline requirement for this RFP consists of a mobile fare payment application that supports visual fare payment validation. It must be scalable to support the integration of account-based ticketing, non-visual fare payment validation technologies, and additional functionality later. The requirements for the baseline mobile fare payment application are described in Exhibit A – Required Features Matrix. Exhibit B – Desired Features Matrix consists of Section B – Mobile Fare Payment, the desired mobile fare payments functionality and Section C – Trip Planner consists of the desired trip planner functionality.

Bids can address a single section, all sections, or any combination of sections. However, Section A is required in all valid bids and vendors must represent the most accurate depiction of all features available in their proposal.

Proposals should reflect the RFP’s Scope of Work and address the stated Evaluation Criteria. Qualified vendors must provide a suitable open-source platform software solution and demonstrate experience implementing complex mobile applications. The expected outcome shall be consistent with current trends and best practices of public transit agencies and mobility providers. It is desired that the solution be operational by 2024.

**INSTRUCTIONS – Exhibit A – Required Features Matrix lists the requirements for a “baseline” mobile fare payment application. Submitted proposals should include all the features listed below. If your software, solution, or service contains a given item, please check the ‘Features Included’ box for the corresponding item. ALL FEES MUST BE INCLUDED within the Cost Proposal template in the Documents section of this application.**

**EXHIBIT A – REQUIRED FEATURES MATRIX**

FEATURE CATEGORY AND DESCRIPTION		FEATURE INCLUDED?
<b>SECTION A</b>		
1	<b>GENERAL REQUIREMENTS</b>	
	1.0 The vendor will provide a unified mobility app that includes an account-based mobile ticketing module. Applications should include an administration portal for FAX staff, a customer portal for transit riders, and	

		a customer portal for FAX agency customers.	
	2.0	The system will need to be scalable and modular in design, having the ability to support an incremental growth and development strategy. For example, vendors proposing a small-scale “baseline” system should demonstrate the ability to add non-visual fare validation, and additional functionality at a reasonable cost and within a reasonable timeframe.	
	3.0	The app will need to be capable of operating on the most recently released versions of Google’s Android and Apple’s iOS operating systems at the time of deployment.	
	4.0	The vendor will need to manage the certification, release, maintenance, updates, and upgrades of the app in all respective operating system app stores.	
	5.0	The vendor will need to allow passengers to download and access the app for free, at all times of day without limitation, and should handle large volumes of concurrent download for special events or other peaks in service. Any limitations should be identified within the proposal.	
	6.0	At a minimum, the app will need to be available in English and Spanish. Additional languages of importance in Fresno include Punjabi, Hmong, Farsi, Armenian, and Vietnamese. Customer-facing pages should also be available in the same languages.	
	7.0	The app will need to be compatible with and support all updates for software making up the mobile app.	
	8.0	The administrative portal will need to provide administrative metrics, performance monitoring, and reporting tools. The admin portal must comply with the <a href="#">City of Fresno’s Administrative Order 8-21, Cloud Policy</a> . User authentication must support Single Sign On (SSO) via Microsoft Azure AD.	
	9.0	FAX will own and vendor will provide free and open access to all data, excluding credit card account information.	
<b>2</b>	<b>SECURITY AND PRIVACY</b>		
	1.0	Back-office hardware infrastructure will be managed on a cloud-hosted “Mobility as a Service (“MaaS”)” system. The primary server hosting the application and FAX data must be located in the United States	

		and shall meet the City of Fresno’s Cloud Policy. See the <a href="#">City of Fresno’s Administrative Order 8-21, Cloud Policy</a> . Any questions or exceptions must be directed to the City of Fresno through the RFP process.	
	2.0	The app must ensure personally identifiable information is protected and must communicate a high degree of confidence to customers that their information is safe and secure. The app must adhere to recognized PII regulations such as General Data Protection Regulation (GDPR) or equivalent.	
	3.0	The vendor must be ISO 27001 and 27017 certified and compliant.	
	4.0	The vendor must utilize the most current security and encryption tools as part of the project.	
	5.0	The vendor will need to provide a plan for continued monitoring, controlling, and updating to all solution components to ensure customer data is safe.	
	6.0	The vendor will need to ensure that the app design will ensure that all data is safeguarded from unauthorized access or use, and programs are protected from virus, malware, and cyber-attacks.	
	7.0	For software housed on a cloud-based platform, the vendor will house all data in the United States, confirm that no data is transferred outside of the United States, and allow City of Fresno staff access via Azure Active Directory Integration. They will also need to provide SOC 2 type II or equivalent reports and submit to annual penetration testing performed by an assigned vendor and provide relevant results to the City of Fresno. Furthermore, the solution must comply with the <a href="#">City of Fresno’s Administrative Order 8-21, Cloud Policy</a> .	
<b>3</b>	<b>ACCESSIBILITY</b>		
	1.0	The app, and all customer-facing pages and functionality will need to meet all current Americans with Disabilities (ADA) guidelines related to web and mobility access. This includes the administration portal, rider portal, and agency portal, if applicable.	
	2.0	The white label will need to adhere to the <a href="#">World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines 2.1 (WCAG 2.1)</a> , at the AA level.	

	3.0	Vendor must comply with relevant sections of the <a href="#">City of Fresno's Administrative Order 8-20</a> , and submit a completed <a href="#">Voluntary Product Accessibility Template (VPAT) 2.0</a> describing accessibility compliance of their offerings.	
<b>4</b>	<b>VENDOR SUPPORT</b>		
	1.0	Option for the vendor to provide public-facing, customer support via phone, chat and any other available methods to troubleshoot technical and payment issues culminating from the app. Proposals including this option should provide Service Level Agreements (SLAs) quoted at:	
	1.1.1	Basic – Available Monday through Friday, 8 am to 5 pm, Pacific Standard Time	
	1.1.2	Full Service – Available Sunday through Saturday, 5 am to 12 midnight.	
	2.0	Vendor support of a multi-faceted marketing campaign to maximize customer awareness of the app and increase the adoption rate.	
	2.2.1	The campaign should include vendor provided digital, print, event-based, media outreach, and other non-traditional marketing tactics.	
	2.2.2	The vendor should provide physical, printed marketing materials, in addition to digital files for social media, to be used in support of marketing campaigns.	
<b>5</b>	<b>PROJECT MANAGEMENT</b>		
	5.1	Vendor support of a multi-faceted marketing campaign to maximize customer awareness of the app and increase the adoption rate.	

**REQUIREMENTS CONTRACT FOR  
MOBILE FARE PAYMENT AND MOBILITY-AS-A-SERVICE (MaaS) PLATFORM  
REQUEST FOR PROPOSALS NO. 12401701**

**INSTRUCTIONS – Exhibit B lists desired features associated with this project. Section B – Mobile Ticketing / Automated Fare Collection lists desired features for mobile ticketing / automated fare collection and Section C – Trip Planner lists desired features for a trip planner. If your software, solution, or service contains a given item, please check the ‘Features Included’ box for that corresponding item.**

**ALL FEES FOR THE FUNCTIONALITY YOU INTEND TO PROVIDE MUST BE INCLUDED WITH PRICING FOR SECTION A.**

**EXHIBIT B – DESIRED FEATURES MATRIX**

<b>SECTION B</b>		
<b>6</b>	<b>MOBILE TICKETING / AUTOMATIC FARE COLLECTION</b>	
6	1.0	<b><i>Mobile Ticketing Functionality</i></b>
	1.1	The app should be capable of operating on the most recently released versions of Google’s Android and Apple’s iOS operating systems at the time of deployment.
	1.2.	The app should provide a simple, fast and user-friendly interface for creating customer accounts, entering payment information and activating tickets.
	1.3	An emphasis on minimizing steps, clicks and screens that passengers must access is highly desirable.
	1.3.1	Proposals should provide a description of the number of actions that need to take place to perform standard functions, including account creation, purchases, activation, and validation.
	1.3.2	Proposals should identify any customer convenience features that minimize steps such as saving favorite and past purchases and the automatic reload of tickets in the customer’s account.
	1.3.3	The app should allow passengers to delete and update credit card account information and other information related to their account.
	1.4	The app should allow passengers to purchase all fares listed in Exhibit B, “Fare Policy and List”.
	1.5	The app should support date period passes (e.g., valid for a prescribed number of days after activation), specified start and expiration dates (e.g., for special events), multi-ride stored value passes (e.g., store a specified number of tickets),
	1.6	The system should support fare entitlements such as senior, disabled, and student passes that also allow FAX staff to activate and de-activate entitlements for passengers (e.g., customer provides proof of entitlement before staff activates the entitlement capability).
	1.7	The app should allow passengers to purchase tickets

		without creating an account.	
	1.8	The app should include processes and functionality that allow “bankless” passengers to purchase tickets.	
	1.9	The system should support multiple payment options including Visa, MasterCard, Discover, American Express credit cards, debit cards, pre-paid debit cards, mobile payment options such as Apple Pay, Google Pay, and Paypal.	
	1.10	The app should allow passengers to purchase up to a configurable maximum allowable quantity of tickets or passes, as determined by FAX, in a single transaction and allow passengers to purchase up to a configurable maximum purchase value per day.	
	1.11	The app should allow passengers to split payment of a single transaction among multiple payment options.	
	1.12	The app should clearly indicate to the customer the status of their tickets and fare products, whether purchased, activated, or expired.	
	1.13	The app should enable passengers to make secure electronic payments in compliance with PCI on COTS (MPoC) standards.	
	1.14	Information about recommended validators for use on buses should include specifications such as validator dimensions.	
	1.15	The app should allow for offline payment when devices are not connected to a network. This includes offline activation of tickets on a customer’s device.	
	1.16	The app should store tickets, including stored value and period passes (31-day passes, 10-day passes) to support validation in offline mode.	
	1.17	All payment processing and data storage should be Payment Card Industry Data Security Standard (PCI DSS) compliant.	
	1.18	The app should ensure account and payment information is accessible to passengers and stored in customer accounts for future purchases. Account and payment information should be available to the client through the mobile app, and client web portal (website).	
	1.19	The app should support functionality that supports fare-capping rules, so that passengers never pay more than the cost of a 31-day pass.	

	1.20	Smart cards should be able to receive money to a web-based account with proceeds reflected in account balances.	
	1.21	Mobile ticketing capabilities should be able to be extended to third-party platforms such as online trip planners enabling transit riders to purchase FAX fares across the customer's preferred websites and apps.	
6	2.0	<b>Mobile Ticketing Validation</b>	
	2.1	At a minimum, the "baseline" version of the app should support visual fare validation that can easily scale to support the integration of a non-visual fare validation method at a later date.	
	2.2	The app should require passengers to activate tickets or passes prior to usage. Ticket validity will be based on agency fare policy.	
	2.3	The app should allow FAX staff to quickly and visually determine ticket validity in the case of non-visual fare validation malfunctions	
	2.4	The app will allow passengers to clearly and easily demonstrate recently activated fare products as proof-of-payment.	
	2.5	The app should include security features to protect customer accounts from fraud or theft as well as deter fare evasion.	
	2.6	The app should include filters or other features to distinguish between valid and expired tickets or passes.	
	2.7	The app should enable passengers to concurrently activate tickets to allow passengers to travel in groups (e.g., family using multiple tickets on one account).	
6	3.0	<b>Mobile Ticketing Fare Products</b>	
	3.1	The vendor should configure the system to offer all fares listed in Exhibit B, "Fare Policy and List", and allow FAX staff to easily modify the fares as needed.	
	3.2	FAX should be able to add or remove fare products within 2 weeks or less.	
	3.3	FAX should be able to manage, restrict access,	



		activate entitlements (e.g., senior, disability, student, etc.) and otherwise manage customer accounts based on eligibility criteria to be determined by the agency.	
	3.4	The system should support event-specific promotional fares that can be configured with variable date ranges, stored value quantities, and discounts to be determined by FAX. Ideally, FAX staff needs to be able to configure these changes without the aid of the vendor.	
	3.4.1	However, if these custom fare products must be made by the vendor, they should be created and available to FAX within two (2) weeks of request, and	
	3.4.2	The vendor should include pricing and any limitations on the number of custom configurations per year.	
	3.5	The system should provide features to support discounts on fares offered by external entities such as businesses.	
	3.6	The system should allow FAX staff to add stored value to customer app accounts and apply other discounts or inducements on demand.	
	3.7	The app fare products should be presented using FAX-specific branding.	
6	4.0	<b>Mobile Ticketing Administration</b>	
	4.1	The admin portal should enable FAX to access and manage the system, including customer account management, fare product management, report management, and system monitoring.	
	4.2	As part of the proposal, the vendor should include clear, full page, color report examples with a full catalog of standard reports already commercially available for all administrative processes including financial reporting, usage reports, and any other relevant data, and should describe all available filters, columns, summary options, detail options, drill-down features and interactions, export capability, methods, and formats.	
	4.3	At a minimum, these reports should be made available online for retrieval, review, printing and exporting in Excel and CSV formats.	

	4.4	The vendor should handle financial reconciliation and provide summary and detailed reports supporting sales and usage data.	
	4.5	Sales and usage reports should include at a minimum the following data,	
	4.5.1	Unique ID for each customer (if available)	
	4.5.2	Unique ID for each transaction	
	4.5.3	Date and time of purchase	
	4.5.4	Location of purchase, if applicable	
	4.5.6	Fare product purchased (e.g., 31-Day Pass, etc.)	
	4.5.7	Fare type purchased (e.g., Regular Fare, Reduced Fare, Student Fare, etc.)	
	4.5.8	Quantity purchased	
	4.5.9	Per unit cost (e.g., \$36 for a 31-Day pass)	
	4.5.10	Sales amount paid by the customer	
	4.5.11	Sales amount to be rendered to FAX	
	4.5.12	Location validation information including:	
		Latitude	
		Longitude	
		Actual Stop Arrival Time	
		Actual Stop Departure Time	
6	4.6	The vendor should provide an interface to both raw and summary transaction data for financial reconciliation.	
	4.7	The system data must reconcile to the settled amount within 99.99% accuracy.	
	4.8	The admin portal and all functions including reporting features should be always accessible to FAX, without limitations.	
	4.9	The admin portal should provide for monitoring real-time ticket sales and activations.	
	4.10	The admin portal should allow FAX staff to issue refunds to passengers.	
	4.11	The admin portal should allow FAX staff to assist passengers, perform investigations to troubleshoot and identify fare and account discrepancies, assist	

		passengers to activate accounts, authorize entitlements (e.g., restricted purchases for senior, disability, and student fares and passes) and to deactivate or disable accounts where fraud or fare evasion is suspected.	
	4.12	The admin portal should allow FAX staff to create agency accounts for agency customers.	
	4.13	The admin portal should allow FAX staff to add, edit, and delete access privileges for agency customers.	
6	5.0	<b>Mobile Ticketing Rider Portal</b>	
	5.1	The rider portal is intended for use by transit riders and users of other transportation modes as they become available.	
	5.2	The smartphone and web-based rider portal should allow passengers to login to their account, access purchase history including payment method, purchase amount, date and time of purchase, and date, time, and location of activations. These data should be formatted for printing and export for financial reconciliation and/or to provide passengers with a receipt for proof-of-payment.	
6	5.3	The rider portal should allow passengers to add, edit, or delete credit card information and purchase fares for themselves and others for immediate or future use.	
6	6.0	<b>Mobile Ticketing Agency Portal</b>	
	6.1	The agency portal is intended for use by individual agency clients (FAX and potentially, other transit/transportation providers in the Fresno region).	
	6.2	A web-based agency portal should allow individual agency passengers to login to their account, manage agency passengers (transit riders), and view account balances. These data should be formatted for printing and export for financial reconciliation.	
	6.3	The agency portal should allow agency passengers to add, edit, and delete passengers (transit riders) individually, or using a CSV file.	
6	7.0	<b>Mobile Ticketing Hosting Environment</b>	

	7.1	Vendors proposing MaaS and FPaaS solutions, should include the following provisions:	
	7.1.1	The vendor should design and implement an interface that automatically exports transactional account data as well as agency-specific fare structure information on a nightly basis after bank reconciliation to a network location or FTP site to be specified by FAX after the award is made.	
	7.1.2	In the event the vendor is unable to design and implement the interface directly, the vendor will need to provide up to eighty (80) hours of technical support and access to a vendor-provided application programming interface (API) to assist FAX staff to develop and deploy its own nightly data export for extract, transform, and load (ETL)	
6	8.0	<b>Mobile Ticketing Credit Card Processor</b>	
	8.1	Vendor shall provide PCI-compliant, real-time credit card authorization.	
	8.2	Users shall always be able to cancel the transaction without penalty.	
	8.3	Authorization shall time out if transaction isn't completed within a set time period.	
	8.4	Credit card security requirement:	
	8.4.1	The system must process payment card transactions using a validated P2PE solution listed on <a href="https://www.pcisecuritystandards.org/assessors_and_solutions/point_to_point_encryption_solutions">https://www.pcisecuritystandards.org/assessors_and_solutions/point_to_point_encryption_solutions</a> . The system must be able to process both swipe and EMV (chip) cards using the provided P2PE solution. If a non-P2PE validated payment processing solution should be used, the System Provider should be required to take on responsibility for security of payment card data and PCI DSS compliance and process all payment card transactions under the System Provider's Merchant ID (MID). If the System Provider should process transactions under the System Provider's MID, all transaction processing fees should be included in the pricing section of the proposal.	
	8.5	If the payment processor requires a separate contract (apart from the fare payment system provider), then a	

		sample contract should be provided for FAX to review and approve.	
	8.6	The mobile fare collection system shall maintain complete records of payment transactions and shall provide or make available to FAX electronic reports (or the ability to run reports) summarizing daily, weekly, and monthly sales, individual sales and unique users, fee, and other payment and financial transaction data.	
	8.7	The system should be capable of issuing credit card refunds electronically to the original payment card or account.	
	8.8	At the end of the contract period (including optional extensions exercised by FAX), should FAX choose not to exercise an option or renewal of the contract, or at termination of the final renewal period, passengers who purchased fare products in advance but have not yet activated or used them shall be able to continue to activate and use any tickets purchased for a period of up to two (2) years after purchase.	
<b>SECTION C</b>			
<b>7</b>	<b>TRIP PLANNER</b>		
	1.0	<b><i>Trip Planner Functionality</i></b>	
	1.1	The trip planner should have the ability to view all fixed transit routes, or only routes that are of interest to the passenger.	
	1.2	The trip planner should provide arrival estimates to give riders more detail about anticipated bus/vehicle times.	
	1.3	The trip planner should remember chosen transit routes from past times they have loaded the website.	
	1.4	The trip planner should continuously update the web page (whenever a new estimated time of arrival (ETA) is determined, bus is added/removed, etc.), without the user being required to refresh the webpage.	
	1.5	The trip planner should be able to be easily “regionalized” to accommodate the transit information from surrounding transit agencies.	
	1.6	The trip planner should equip travelers with meaningful data that can be used to plan trips based	

		on cost, environmental metrics such as Carbon Dioxide (CO2) emissions, travel time, and personal enjoyment	
	1.7	The trip planner should highlight how personal travel habits impact the environment and empower change at the individual level through a reduction of single-occupancy vehicle use and the associated traffic and CO2 emissions.	
7	2.0	<b><i>Trip Planner Accessibility</i></b>	
	2.1	The trip planning app should provide trip plan options that are accessible for wheelchairs and strollers, provided that this information is in the transit agency's GTFS.	
	2.2	App users should be able to add time to the walking leg of their transit trip.	
	2.3	App users should be able to limit the amount of time spent walking to transit stops.	
	2.4	App users should be able to get step-by-step GPS-style guidance for their journey and receive alerts when the bus is arriving or "Get Off Alerts" to get ready before they've reached their destination stop.	
	2.5	The app should be optimized for color blindness, for users with hearing impairments, vision impairments, and for users with hand motor impairments.	
7	3.0	<b><i>Trip Planner Real-Time Transit Information</i></b>	
	3.1	The trip planner should have the capability to capture transit vehicle location information on a real-time or near real-time basis.	
	3.2	The trip planner should have an update frequency rate as close to as real-time as possible.	
	3.2	The trip planner should accommodate and/or offer future option of integrating automated passenger counting.	
	3.4	The trip planner should be turn-key, and cloud hosted. The vendor should describe their go-live strategy and average release timelines for any updates. See the <a href="#">City of Fresno's Administrative Order 8-21, Cloud Policy</a> .	
	3.5	The trip planner should provide optional capability	

		and integration in Real-time Transit Data API, including developer documentation that allows for querying data from AVL services, with a JSON document, or better as output. The API should provide real-time vehicle location data and estimated arrival times for vehicles as they approach stops.	
7	4.0	<b><i>Trip Planner Crowd Sourcing</i></b>	
	4.1	The platform should have the ability to crowdsource information from app users to report incorrect data, such as incorrect stop locations, through the app.	
	4.2	The user should be able to 'Report Service Status' by selecting one or more of the following conditions for the selected line or stop ("Line didn't stop", "Incident", "Cleanliness", "Crowdedness", "Driver's Rating", "Temperature", "Other").	
	4.3	Please describe how your company crowdsources information from app users and how that is incorporated into the app for their benefit.	
7	5.0	<b><i>Trip Planner Multi-Modal</i></b>	
	5.1	Should have the ability to plan multimodal trips from A to B that could include fixed route, on-demand, TNCs, microtransit, or micromobility options, as available, and possibly shared mobility and EV charging stations, including:	
	5.2	The ability to integrate GTFS data.	
	5.3	The ability to integrate GTFS-RT data.	
	5.4	The ability to integrate with service alert feeds.	
	5.5	The ability to add lines, stops, or points of interest as "favorites".	
	5.6	The ability to automate push notifications to users when an alert is published for a "favorite" line.	
	5.7	Have a vendor-agnostic approach to third party integrations. Please describe your company's approach to working with third party vendors.	
	5.8	The ability to provide a static list of future 'Park & Ride' locations, when available.	
7	5.9	The ability to provide trip plans that include personal bikes.	

	5.10	Users should be able to plan trips, by departure time, desired arrival time, on specific days, or see the last trips for the day.	
	5.11	Users should have the ability to apply filters such as least walking, fastest, or fewest transfers.	
7	6.0	<b><i>Trip Planner Micromobility/Shared Mobility</i></b>	
	6.1	Should have the ability to integrate with micromobility providers, such as shared bikes and scooters, including:	
	6.2	Support deep integrations with micromobility providers to enable booking, unlocking vehicles, and managing user accounts.	
	6.3	Should have the ability to integrate with GTFS feeds.	
	6.4	Should have the ability to integrate with TNCs like Uber or Lyft	
	6.5	Should have the ability to show metadata, such as battery level, if provided in the provider's APIs.	
7	7.0	<b><i>Trip Planner Reporting/Dashboards</i></b>	
	7.1	The mobility solution should have a comprehensive reporting/dashboard component that addresses all aspects of the mobility platform including, but not limited to:	
	7.1.1	Mobile App Utilization - (i.e., number of downloads, average monthly users, new installs, uninstalls, by wireless provider and operating system)	
	7.7.2	Web/Browser App Utilization	
	7.7.3	User Satisfaction / Ride Rating	
	7.7.4	Itinerary by Mode (i.e., train, subway, ferry, bus, Micromobility, taxi, etc.)	
	7.7.5	Transit routes, stops/stations, and in-app activities	
	7.7.6	Popular Origins and Destinations	
	7.7.7	Crowdedness Reports	
	7.7.8	Carbon Emission Report	
	7.7.9	Heat Map of Utilization	



	7.7.10	All reports must be exportable into multiple formats (i.e. .csv, pdf, etc.)	
	7.7.11	All reports must be subscribable (i.e., automatically generate and distribute a report to defined users)	
	7.7.12	Standardized NTD Report (including MR-20 and S-10)	
	7.7.13	The solution should allow the agency the ability to download raw data to perform their own analysis and create their own reports and/or dashboards	
7	8.0	<b><i>Trip Planner Passenger Communication</i></b>	
	8.1	The platform should include the ability for the agency to send push notifications, pop-ups, and other message types.	
	8.2	The platform should include the ability to segment users based on in-app behavior	
	8.3	The platform should provide the ability to create campaigns that target user segments.	
	8.4	The platform should provide analytics that enable the customer to review performance and optimize future campaigns.	

## E. PROJECT MANAGEMENT

The vendor(s) should designate one person to serve as the overall project manager, develop/refine and implement the project plan, coordinate with FAX staff and all subcontractors, schedule all meetings, ensure quality control, submit all invoices, and handle all other project-related activities. The project manager will develop the project plan, which will describe the tasks, activities, milestones, and timelines associated with the project. The project manager should maintain a risks/issues log and record project progress in the form of weekly status reports, as well as the project timeline looking ahead, planning daily tasks one month in advance.

To ensure quality throughout implementation, the project should include, at a minimum, the deliverables listed below. Each deliverable should be the responsibility of the vendor(s) and will be formally presented for review and signoff.

## F. DELIVERABLES

1. **Master Project Schedule** with applicable milestones that allow FAX to monitor progress effectively.
2. **Open Platform Unified Mobility App** meeting all fare payment, trip planning, and real-time information attributes listed in bid submittal.

3. **Risk/Issues Log** that lists all identified risks and issues that may affect the project and proposed solutions to keep the project on schedule.
4. **Network Diagram** depicting the system's architecture and communication method to include all database architecture, cloud solution, etc.
5. **Plan** describing a solution for riders with no active internet connection.
6. **Training Program and Schedule** for FAX staff.
7. **Cybersecurity Plan** depicting how the vendor will monitor, control, and update security and encryption tools on an ongoing basis and how vendor will address any potential security breaches.
8. **Customer Service Plan** specifying weekdays and hours of service, how complaints will be handled, and how issues will be resolved.
9. **Privacy Policy**, detailing the handling of Personally Identifiable Information (PII).
10. **Quality Assurance/Quality Control Plan** that corresponds with industry best practices and processes.

#### G. **QUALITY ASSURANCE AND QUALITY CONTROL**

The vendor(s) should identify what specific testing requirements the project requires in the form of a test plan that specifically identifies resources needed, schedule, and test workflows. The Quality Assurance/Quality Control (QA/QC) plan should be delivered within thirty (30) days after Notice to Proceed (NTP) for FAX review and approval.

The vendor(s) are responsible for conducting product security, immunity, and load testing prior to delivery. FAX and City of Fresno representatives should have the option to witness the test results and the summary reports will be made available to the acceptance team. Testing should be performed for the production code as delivered. Documentation of the test results and any corrective actions should also be provided with each code release.

Upon delivery of the software, user acceptance testing (UAT) will be performed with subjects selected by the project team.

#### H. **SYSTEM ACCEPTANCE AND SUPPORT**

The project team will use the following definitions for evaluating a selected solution delivery for purpose of system acceptance in the Contract in relation to the key dates in the project schedule noted above:

1. "Conditional Acceptance" will occur at or prior to go-live. FAX will require up to (45) days to test the system ("pre-live testing") before going live.
2. FAX will have a 60-day period after Conditional Acceptance to "live test" the system. Live testing is FAX's opportunity to verify that the system complies with the functional requirements and other written specifications delivered to FAX by the vendor during the course of the project.

3. If after live testing, the system performs in accordance with the system specifications (including the design document and functional requirements), and all services identified in the statement of work are completed, FAX will issue "Final Acceptance".
4. FAX will require "price protection" for a minimum of two (2) years from the effective date of the agreement for additional FAX users and modules that are listed in the proposal but are not initially purchased.