

CITY OF FAIRFIELD, CALIFORNIA  
NOTICE TO QUALIFIED FIRMS

NOTICE IS GIVEN that the City of Fairfield will receive Proposals for:

**On-Demand (Microtransit) and In-Advance (Paratransit) Scheduling, Dispatch,  
and Management Software**

**Introduction**

The City of Fairfield’s transit system, FAST, (the City or FAST) is soliciting proposals from qualified firms to provide software and related services to support an On-Demand Microtransit system and In-Advance Paratransit scheduling, dispatch and reservation software. The City is looking for a qualified firm that can provide all software for the service needs as outlined in the Service Overview (**Section 4**) with features detailed in Section 6. The firm must provide a platform that supplies an on-demand environment for managing and supporting one or all of FAST’s operations. In the event a single firm cannot provide all components needed, FAST reserves the right to award to multiple firms to meet the City’s needs.

**Project Schedule**

Task	Date
RFP Release	Monday, December 6, 2021
Pre-Proposal Conference 10:00 a.m. PST <b>RSVP by 4:00pm PST 12/10/2021</b>	Monday, December 13, 2021
Initial Questions Due by 4:00 p.m. PST	Friday, December 17, 2021
City answers provided	Friday, January 7, 2022
Follow-up Questions Due by 4:00 p.m. PST	Tuesday, January 11, 2022
<b>Proposals Due by 4:00 p.m. PST</b>	<b>Thursday, January 20, 2022</b>
City Requests for Clarification Issued (if Necessary)	Tuesday, February 1, 2022
Firm Interviews	February 14-18, 2022
Highest Rated Firm Selected	Wednesday, March 2, 2022
Negotiations (if Necessary)	Monday, March 7, 2022
Notice of Intent to Award	Friday, March 11, 2022
City Council Approval	Tuesday, April 5, 2022
Service Launch	Tuesday, July 5, 2022

The City will not fund this project with federal monies.

An electronic copy of the complete RFP document and support reference documents can be obtained by downloading the RFP from the Fairfield and Suisun Transit website (<https://fasttransit.org/about-us/rfprfqs/>).

Each proposal must be submitted in accordance with the requirements listed in the RFP package that is also on file at the FAST Administration Office, 2000 Cadenasso Drive, Fairfield, CA 94533.

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## **SECTION 1: Purpose of the Request for Proposal**

The City of Fairfield (City) seeks to retain a qualified and committed technology firm to provide software to book on-demand microtransit trips and in-advance paratransit trips to City of Fairfield residents. This ambitious project will include launching microtransit in the two zones described in the Project Overview (Section 4) and providing software for traditional ADA complimentary paratransit throughout the rest of the service area. In addition to providing the technology, the successful firm will assist the City in marketing the services, training its administrative and operations staff, and providing ongoing customer support. In addition to the two new microtransit zones, the City also envisions replacing its existing reservation, scheduling, and dispatch system for its complimentary paratransit service. It is anticipated that the microtransit service will grow to operate city-wide in 2023 and therefore, it is critical that any software proposed be able to reserve, schedule and dispatch on-demand microtransit services as well as ADA-compliant paratransit services.

## **SECTION 2: Introduction and Background**

The City of Fairfield is the county seat in Solano County, California. The City is currently growing at a rate of 0.39% annually, reaching its highest population of 118,043 in 2021. Spanning over 41 miles, Fairfield has a population density of 2,866 people per square mile and approximately 38,000 housing units as of 2020.

Schools in Fairfield and the adjacent City of Suisun City are jointly operated under one district, the Fairfield and Suisun Unified School District. Solano County is one of the most diverse counties in the United States, and Fairfield and Suisun City demographics reflect that diversity with both cities having significant Hispanic, Black, and Asian populations.

The City of Fairfield's transit system is Fairfield and Suisun Transit (FAST), and the City of Fairfield has operated service since 1989. FAST currently operates **eight (8)** local fixed routes in the cities of Fairfield and Suisun. FAST also operates **two (2)** commuter routes coordinated under contract with the Solano Transportation Authority (STA) and contributing cities, except Rio Vista. The SolanoExpress Blue Line operates between Pleasant Hill BART and Sacramento, and the Green Express operates between Suisun City/Fairfield and El Cerrito del Norte BART. FAST also provides DART ADA complementary paratransit service within Fairfield and Suisun. MV Transportation is the operating contractor for FAST local, commuter, and paratransit services.

The pandemic has fundamentally changed the way transit has traditionally operated and FAST was no exception to coronavirus impacts. In December 2020, FAST began a study of its fixed route, paratransit, commuter, and local taxi services known as FAST Forward. One of the recommendations from this study was to replace inefficient fixed route with on-demand microtransit, with the goal being to provide residents of the CITY with a more personal and responsive form of transit.

## **SECTION 3: Instructions to Proposers**

### **A. SUBMITTAL**

Proposals must be submitted electronically **via email** to Nigel Browne at **nbrowne@fairfield.ca.gov**. Proposals should be titled: “[**Name of Firm**] **On-Demand/In-Advance Scheduling System - Technical Proposal.**” “Firm Name” must be the name of the prime Firm.

The Pricing Sheet included as Section 7 of this solicitation must be electronically submitted in a separate file titled: “[**Name of Firm**] **On-Demand/In-Advance Scheduling System – Pricing Sheet.**” “Firm Name” must be the name of the prime Firm.

The Cost Proposal file will not be opened until each submitted Technical Proposal has been carefully reviewed and evaluated, and the highest ranking firm has been selected. The Cost Proposal will form the basis of contract negotiations.

Technical and Cost Proposal submissions will be accepted until **4:00 p.m. PST on Thursday, January 20, 2022.**

The timeliness of proposal submission is the sole responsibility of the Firm.

The **Technical Proposal should not exceed twenty (20) double-sided pages**. The page limitation **does not** apply to Part 1 (Company and Product Overview) of the Proposal or the following sections:

- Section 6 – Feature Checklist
- Section 7 – Pricing Sheet

Any proposal **not** received by the specified date and time will be automatically rejected and will not receive further consideration by the City. The City reserves the right to reject all proposals, disqualify nonconforming or incomplete proposals at its sole discretion, waive deviations from the RFP, and determine whether firms are qualified. A proposal may be deemed incomplete unless all requirements identified below in **Section C** of this RFP are submitted to the City as prescribed above.

All proposals submitted to the City in response to this RFP shall become the property of the City and will not be returned and such proposals are subject to the California Public Records Act.

Proposals shall be valid for a minimum of 90 days following submission.

## B. PRE-PROPOSAL CONFERENCE AND QUESTIONS REGARDING RFP

A non-mandatory, virtual pre-proposal conference will be held on Monday, December 13, 2021. It is highly recommended that interested Firms attend this meeting. Please RSVP no later than **December 10, 2021, at 4:00 p.m. PST** to Nigel Browne at [nbrowne@fairfield.ca.gov](mailto:nbrowne@fairfield.ca.gov) to confirm your attendance.

Two rounds of questions are anticipated for this RFP. Questions regarding any part of the RFP may be submitted in writing **via email** to Nigel Browne at [nbrowne@fairfield.ca.gov](mailto:nbrowne@fairfield.ca.gov). All email correspondence shall use the title *Fairfield and Suisun Transit On-Demand/In-Advance Scheduling System-RFP* in the subject line. All written requests for RFP clarifications must be received by **4:00 p.m. PST on December 17, 2021**. A second round of questions may be submitted no later than **4:00 p.m. PST on January 11, 2022**. The City will provide clarification throughout the procurement period.

No contact with City staff or Councilmembers is permitted. Only information received through the official question and answer process may be relied upon by the Proposer.

## C. PROPOSAL CONTENTS

To facilitate evaluation of the proposal, firms are **required** to adhere to the following format:

Part 1 – Company and Product Overview
---------------------------------------

1. **Transmittal Letter:** The Firm must submit **one** original Transmittal Letter of no more than **three (3)** pages signed by an official authorized to solicit business and enter into contracts for the proposing Firm. The Transmittal Letter must include:

- Years in business
- Executive Team (c-suite or similar)
- Organization chart of submitting firm
- Authorized official's name, title and contact information

The Transmittal Letter must also include a valid Federal Taxpayer Identification Number (FEIN).

2. **Experience and References:** Complete Section 5 providing at least **five (5)** projects either in progress or completed within the last three years. Projects that have been awarded but not yet in service are not eligible experience. The City reserves the right to visit and contact any or all the references listed in Section 5.

3. **Product Overview:** Provide an overview of the product of no more than **five (5)** pages including key features, unique selling proposition and key Firm differentiators.

4. **Product Documentation:** Provide the following documents as attachments to the Proposal (this information is not included in the page count).
  1. System setup manual
  2. Driver training manual
  3. Dispatcher training manual
  4. User stories – how will users interact with the solution (1-page each maximum)
    - a. Dispatcher
    - b. Driver
    - c. Manager (administrative)
    - d. Paratransit user
    - e. Fixed-route user
    - f. New rider
    - g. Commuter
  
5. **Exceptions to Software as a Service Agreement:** The Firm must state in writing any exceptions it has to provisions of the Software as a Service Agreement attached in Appendix A. If such exceptions exist, the Firm must provide alternative language to address any exceptions, which will be taken under consideration by the City.

The contact names provided with the project descriptions will be considered references and may be contacted. The information provided must be up-to-date or the proposal may be considered nonresponsive.

Part 2 – Project-specific work plan and feature overview

1. **Completed Section 6 – Feature Checklist** – Please **do not** include any promotional materials or attachments to Section 6. Items marked “no” to be addressed in Section “9” below.
  
2. **Additional features** – List any additional features that are relevant to the work envisioned by FAST but not listed in the Feature Checklist.
  
3. **Paratransit guideline adherence approach** – Explain how the solution meets ADA paratransit guidelines.
  
4. **Deployment Plan** – Provide a plan to deploy the solution including at a minimum:
  - A. **Project Implementation Schedule** that adheres to the City’s schedule
  - B. **Marketing and outreach approach** – Explain how Firm will assist FAST in marketing the service to grow ridership
  - C. **Software cutover approach** – Explain how Firm will assist City transition from existing solution to new solution
  
5. **Training Plan** – Explain Firm’s approach to training and educating City staff on proper usage of the solution

6. **Post-launch support approach** – Describe how Firm will support the project after launch.
7. **System expansion** – Describe Firm’s approach to system expansion from Phase 1 to Phase 2 but also within Phase 1 if budget allows.
8. **Feature exception/alternatives** – Only list features that the solution is **incapable (marked “no” on Section 6 worksheet)** of completing. For each feature that Firm’s solution cannot address, describe alternative or approximate date when feature will be deployed

Part 3 – Cost Proposal

1. **Cost Proposal:** Provide a completed Pricing Sheet (Section 7).

The Cost Proposal must be electronically submitted as a separate file titled “[Name of Firm] On-Demand/In-Advance Scheduling System – Pricing Sheet.” “Name of Firm” must be the name of the prime Firm.

**D. PROPOSAL EVALUATION**

Proposals shall first be reviewed using a Pass/No Pass to qualify firms to move onto proposal review. Only those proposals that pass criteria shall proceed to the Technical Criteria evaluation stage. Each passing proposal will then be scored against the Technical Criteria cited below. To be deemed qualified, firms must meet the following minimum requirements. Section 5 (Firm Experience) and Section 6 (Feature worksheet) and Part 2 Section 9 (Feature exceptions) will be used to determine Firm qualification. The City reserves the right to waive the Pass/No Pass evaluation and move directly to the Technical Criteria evaluation.

- **Product maturity:** Firm must have a track record of managing real-time and in-advance bookings and on demand routing.
- **Demonstrated technology deployment on existing shuttles:** Firm must have launched on demand technologies for existing shuttle service, preferably on a system of shuttles operated by different providers.
- **Scalability:** Firm must be able to launch technology service for multiple shuttle operators. It should be noted that FAST currently only has one operator and multiple operators are not envisioned, however, in order to future-proof the solution, FAST is requiring the successful solution to be multi-operator capable.

Pass/No Pass - Agreement: Those proposals that include exceptions to the Software as a Service Agreement attached as Appendix A deemed unacceptable to the City or proposals that do not meet the proposal format requirements may be eliminated at the City’s discretion. Eliminated proposals will not proceed any further in the evaluation.

Criteria	Detail	Scoring
Technology functionality/ approach	Functionality of Firm’s solution in relation to key features identified in Section 6 and augmented by Part 2 Section 9 (Feature exceptions)	40 points
Qualifications/experience	Proposer’s experience (Section 5) deploying solutions for similar types of needs	15 points
Training/Deployment/Support	Proposer’s training plan, deployment plan, and support plan	30 points
Pricing	$(B-A)/A] \times C = \text{Final Pricing Score}$ <p>A—the lowest Offeror’s cost.            B—the Offeror’s cost being scored.            C—the maximum number of cost points available.            Note: If the formula results in a negative number (which will occur when the Offeror’s cost is more than twice the lowest cost), zero points shall be assigned.</p>	15 points

## E. SELECTION PROCESS

The selection process will consist of the following:

1. An Evaluation Committee (comprised of 3-5 City staff with the support of an outside subject matter expert) will review and rank the submitted project proposals and develop a shortlist of finalists. The City reserves the right to request additional information that, in the City’s opinion, is necessary to ensure that the Proposer’s competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.
2. Finalists may be invited to make an oral presentation to the Evaluation Committee.
3. The Evaluation Committee shall use the additional information gathered in oral interviews to update their score and attempt to negotiate a mutually satisfactory agreement with the highest-ranking Firm. If an agreement cannot be reached with the highest-ranking Firm, City will attempt to negotiate an agreement with the second highest-ranking Firm, and so forth.
4. Approval of the Proposer recommended by City staff will be submitted to the City Council with a recommendation for award of the contract. The Software as a Service Agreement to be used for the project is attached as Appendix A.

## **F. MODIFICATION OR CANCELLATION OF RFP**

The City of Fairfield reserves the right to adjust the RFP schedule and/or cancel the RFP process at any time without prior notice. The City is not liable for any cost incurred to prepare the proposal.

## **G. NOTICE OF INTENT TO AWARD**

Once the Evaluation Committee has successfully negotiated an agreement with the Firm, City staff will send the recommended Firm three (3) original copies of the Software as a Service Agreement attached as Appendix A. Upon receiving these documents, the recommended Firm shall sign all three (3) copies of the Software as a Service Agreement and return them to City within five (5) business days. All insurance documentation is to accompany submittal of the Software as a Service Agreement.

## **H. FINAL DETERMINATION**

The Evaluation Committee will forward its recommendation for the contract award along with the three (3) signed copies of the Agreement to the Fairfield City Council. After review and consideration of this recommendation, the City Council has the discretion to: 1) award the contract, or 2) reject all proposals.

## **I. UNSUCCESSFUL PROPOSERS/SELECTION DISPUTES**

After the Evaluation Committee finalizes its recommendation, the unsuccessful firms will be notified of the City's intent to recommend the City Council award the contract to the recommended firm.

Unsuccessful firms will be debriefed upon their written request. Debrief requests must be submitted to City staff within five (5) business days after City Council award of contract.

## **J. INSURANCE REQUIREMENTS**

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

### **1) MINIMUM SCOPE AND LIMITS OF INSURANCE**

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate

limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

## 2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

Cyber Liability Insurance in the minimum amount of \$1,000,000 per occurrence.

## 3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, cyber liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, occupied or used by the Firm; and automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the Firm's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Firm's insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies

including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

- iv) The Firm's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Firm's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D of Appendix A. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences, these documents must be submitted electronically through the Exigis insurance system, [certificates-fairfield@riskworks.com](mailto:certificates-fairfield@riskworks.com). At the request of the CITY, CONSULTANT shall provide complete copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. Firm shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D of Appendix A. Failure of Firm to verify existence of sub-contractor's insurance shall not relieve Firm from any claim arising from sub-contractors work on behalf of Firm.

## **Section 4: SERVICE OVERVIEW**

### **Service Area and Other Key Project Details**

The proposed microtransit pilot zones will serve key locations within the zone and feed into fixed FAST fixed routes operating in and adjacent to the zones. These zones are preliminary only. FAST expects to finalize the zones prior to launch. Maps of the two (2) proposed service area are shown below.

FAST will initially start with the two (2) service areas and anticipate the addition of new zones in the future.

Service in both zones will be comingled on-demand microtransit and paratransit.

FAST will provide all vehicles (4 in Phase 1 and up to 3 more in Phase 2).

FAST will provide the operators and dispatch support through its current contractor MV Transportation.

The successful solution must include features that allow timed connections to fixed route, pop-up stops, and stops at existing locations.

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## **Phase 1 – Initial Pilot Zones**

### **Zone 1 – Cordelia/Green Valley**

Zone 1 is in the southwest portion of FAST’s service area currently served by FAST fixed route service (Route 8). The primary service area is segmented by I-80 with Cordelia to the south and Green Valley to the north.

The service will include connections to the Fairfield Transportation Center (FTC), Solano County Health and Human Services, Solano Town Center, , and other locations via timed connections to the current Route 7 (as illustrated on the map as Route 6) via transfers at Cordelia Library, Solano College and bus stops at Suisun Valley Road.

The successful solution must allow timed connections to fixed route, determine where boarding and alighting locations (pop-up stops) for the on-demand service are placed as well as utilize the existing route 8 bus stop placements.



### **Anticipated Span of Service**

6 a.m. – 8 p.m. Weekdays

8 a.m. – 6 p.m. Saturdays

No service on Sundays

### **Estimated Revenue Hours per Day**

Up to 28.2 on Weekdays

Up to 20.4 on Saturdays

### **Desired Rider Experience**

Wait times of less than 20 minutes

Travel times of less than 30 minutes

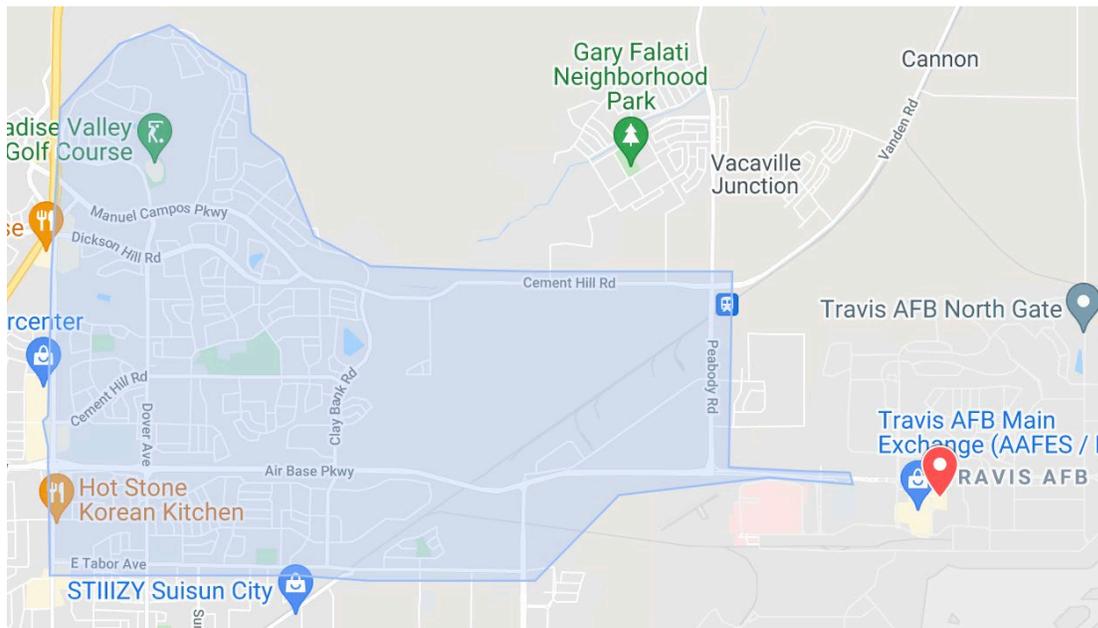
## Zone 2 – Southeast Fairfield/ Travis Air Force Base

Zone 2 is in the north and central portions of the city, including the retirement community of Paradise Valley Estates. The primary service area is along and to the east of North Texas Street, bound by East Tabor Avenue on the south and Peabody Road to on the east, including service to the Fairfield/Vacaville Hannigan Train Station.

On-demand service will replace the current FAST Bus Routes 2 and 4. Service will be provided to the front gates of the Travis Air Force Base and possibly to David Grant Medical Center located on the eastern portion of the base. Future service to designated locations on base may be added at a later date.

The service will provide trips within the zone as well as provide time connections to fixed route services operating in the immediate area (Route 1, 3, and 6) to connect riders to key locations outside the zone, such as Solano Town Center and Fairfield Transportation Center.

In that event, that the service area is expanded, or demand is greater than anticipated, an additional vehicle will be added to manage demand.



### Anticipated Span of Service

6 a.m. – 8 p.m. Weekdays

8 a.m. – 6 p.m. Saturdays

No service on Sundays

**Estimated Revenue Hours per Day**

Up to 28.2 on Weekdays

Up to 20.4 on Saturdays

**Desired Rider Experience**

Wait times of less than 20 minutes

Travel times of less than 30 minutes

In addition to the zones listed above, the software solution must be able to provide current FAST service areawide complimentary paratransit reservation, dispatch, and system management.

**Phase 2 – Service Expansion**

FAST intends to expand on-demand microtransit throughout its service area in 2023. As part of this expansion, all paratransit services in the region would operate in a comingled fashion with the on-demand microtransit.

Project Duration

FAST anticipates a 2-year project term with three 1-year options.

Proposed Project Timeline

The City of Fairfield reserves the right to adjust the below schedule as circumstances warrant.

Task	Date
Notice of Intent to Award	Friday, March 11, 2022
City Council Approval	Tuesday, April 5, 2022
Start of Planning and Implementation	Thursday, April 7, 2022
Service Launch	Tuesday, July 5, 2022

## **Section 5: Experience and References**



## **Section 6: Feature Checklist**

Feature Checklist					Feature Exceptions	Alternatives
Feature	Criteria	Function	Yes	No	If No describe alternative or approximate date when feature will be deployed	
System Management	System Setup	<ul style="list-style-type: none"> <li>Graphical user interface to create service area(s) including ability to exclude areas from geofenced region</li> <li>Solution should be cloud based - no back office hardware should be required</li> <li>System sandbox to test new regions and train system administrators</li> <li>Ability for parameters to be set into system for 30-minute window as required by ADA</li> <li>Ability to input client eligibility information for ADA</li> <li>Ability to assign and remove vehicles to/from the service</li> <li>Ability to ensure service complies with Wage order</li> <li>Ability to assign vehicles to multiple zones</li> </ul>				
	Daily Management	<ul style="list-style-type: none"> <li>Manual control or override to shift rides from one vehicle to another or other reasons</li> <li>The ability to adjust different service times for different service areas</li> <li>Secure authorization for various levels of the daily management team</li> <li>Ability to add and remove vehicles on demand</li> <li>Field supervision interface to monitor and make changes to vehicles currently in operation</li> <li>Ability to playback trips for any vehicle up to 30 days</li> <li>Provide information about offline and not in service vehicles</li> <li>Heat maps of pickups and drop offs to pre-position vehicles</li> </ul>				
System Management	Algorithm Customization	<ul style="list-style-type: none"> <li>Travel Time</li> <li>Wait Time</li> <li>Number of vehicles and optimization of vehicle miles traveled</li> <li>Service Area</li> <li>Ability to customize algorithm by time of day and geofenced location</li> </ul>				
	Data Collection and Reporting	<ul style="list-style-type: none"> <li>Capture National Transit Database (NTD) data and provide required reports</li> <li>Capture key performance indicators set by FAST - at a minimum will include productivity, key paratransit metrics, etc</li> <li>Detailed fare information</li> <li>Heat maps of pickups drop offs and staging</li> <li>App usage statistics including but not limited to (opens/closes, usage)</li> <li>Ability to download all raw data</li> <li>Creation of 5-6 custom reports</li> <li>Pull reports for trip denials, missed trips and excessively long trips as defined by the American Disabilities Act (ADA)</li> </ul>				
Rider Interface	Communications with Riders	<ul style="list-style-type: none"> <li>Ability to create and export a TFS-Feed</li> <li>Interface for Agency to communicate directly with passengers based on location, origin, destination, email address, disruption, etc.</li> <li>Automated messages that provide information to riders for any reason including areas such as cancellations due to vehicle capacity</li> <li>Ability to distribute promotion codes</li> <li>Custom and canned push notifications</li> <li>Ability for Agency to create targeted marketing campaigns to riders of the system</li> </ul>				
	App Discovery and Login	<ul style="list-style-type: none"> <li>Agency branded application</li> <li>Free app located on Android or Apple App store</li> <li>Service only viewable to riders</li> <li>Authentication using Sign on with Apple or Sign on with Google or other agency approved method</li> <li>Display map with active vehicles upon login</li> <li>Book a ride through the agency-branded Providers app or through the agency call center with Agency able to easily utilize existing customer account information</li> <li>Ability for agency to provide either pooling/shared stops or door to door stops including walking directions for riders in the event of pooled stops</li> </ul>				
Rider Interface	Booking and Riding	<ul style="list-style-type: none"> <li>Ability to walk up to vehicle, board and pay</li> <li>Ability to book in advance and for multiple days</li> <li>Ability to book for multiple riders</li> <li>Ability to book trips on demand</li> <li>Provide ETA prior to confirming a trip</li> <li>Ability to include key information on rider profile such as wheelchair or bike rack needs</li> <li>Show vehicles in real-time moving on the map</li> <li>Accessibility functions including voice over text to speech</li> <li>Ability to add equipment details as needed for ADA</li> <li>Ability to add a service animal</li> <li>Ability to show actual ETA for drop off and vehicle location based on traffic and other real-time conditions</li> </ul>				

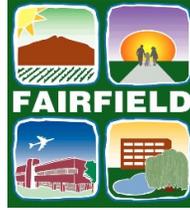
Feature Check list					Feature Descriptions	Alternatives
Feature	Criteria	Function	Yes	No	If No describe alternative or approximate date when feature will be deployed	
	Fare Payment Customer Service Social Sharing	<ul style="list-style-type: none"> <li>Include links back to Agency sites to provide riders with information</li> <li>Integration with To en Transit</li> <li>Ability to pay cash</li> <li>Ability to integrate in the future with Clipper 2</li> <li>Fare payment to be collected at time of boarding</li> <li>Rider account setup storing payment preference and other key information securely</li> <li>Provide feedback on trip and driver</li> <li>Links to Providers customer service for technical support (app issues, login issues, etc)</li> <li>Links to Agency for trip issues (delays, events, lost and found, etc)</li> <li>Display information on ride history, payment, and other key data points</li> <li>Share app with new riders to get rewards</li> <li>Ability to share ride with social media or send TA to a contact</li> </ul>				
Driver Interface	Administration Routing In Service	<ul style="list-style-type: none"> <li>Simple sign on/off</li> <li>Mid-trip relief sign on/off</li> <li>Ability for dispatch or driver to pause and un-pause service</li> <li>Administration to prevent drivers from deactivating service</li> <li>Provide and receive canned messages from dispatch</li> <li>Report issues with ride or client to dispatch</li> <li>Provide driver activity metrics (in service, travel, wait times, etc)</li> <li>Provide guidance on where to stop</li> <li>Provide continuously updated, turn-by-turn directions</li> <li>Provide guidance to customer that vehicle is on location with customizable (only by central management) timing window before vehicle departs</li> <li>Prevent distracted driving</li> <li>Provide a can't see rider no show option</li> <li>React to service anomalies such as a route deviation, unexpected traffic, vehicle breakdowns, and accidents</li> <li>Provide e-manifest including next trip or next several trips</li> <li>Incorporate predictive logic to identify and address potential problems before they occur</li> <li>Confirm a pre-booked passenger</li> <li>Identify the rider as the account holder and person who booked the trip</li> <li>Ability to add family accounts or caretaker accounts</li> <li>Confirm that the rider has been picked up</li> <li>Group notifications in the event of multiple pickups/drop offs</li> <li>Boarding and no showing of riders must be made only within prescribed distance of pickup/drop off location</li> </ul>				
Hardware	In-vehicle	<ul style="list-style-type: none"> <li>Hardware on vehicles must be vibration and shock resistant</li> <li>Hardware should interface with existing vehicle connections (i.e. power)</li> <li>Hardware should be updatable over the air</li> <li>Hardware should use modern mobile operating system (iOS/Android)</li> <li>Hardware should be replaceable by FAST</li> <li>Hardware should observe a uptime</li> </ul>				

## **Section 7: Pricing Sheet**

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rm ed Pr e or our 4 eh les or Phase 1											pt on
ear	Deployment	Veh le ard are nstallat on n luded	Tra n n	R der pp So t are ense	Dr er pp So t are ense 4 eh les	dm n onsole So t are ense	Report n	arranty	ustomer Ser e	Total	dd t onal Per Veh le ost or ea h eh le 4
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Date

**Appendix A**  
**Technology Software-as-a-Service (SaaS) Draft Agreement**



**CITY OF FAIRFIELD**  
**TECHNOLOGY SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT WITH**  
**VENDOR NAME HERE**

This AGREEMENT is made at Fairfield, California, as of \_\_\_\_\_, 20\_\_\_\_ (the Effective Date), by and between the City of Fairfield, a municipal corporation (the City) and \_\_\_\_\_ (Service Provider), who agree as follows:

1) **SCOPE**. Subject to the terms and conditions set forth in this Agreement, Service Provider shall provide to the City the services described in Exhibit A (the Scope of Services), which consists of the following: (a) Exhibit A-1 Statement of Work, (b) Exhibit A-2 Product Schedule, (c) Exhibit A-3 Service Level Agreement, (d) Exhibit A-4 - City's Request for Proposal (RFP), (e) Exhibit A-5 Service Provider's response to RFP. Service Provider shall provide Services at the time, place, and in the manner specified in Exhibit A.

2) **PAYMENT**. City shall pay Service Provider for the services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit \_\_\_\_\_. The payments specified in Exhibit \_\_\_\_\_ shall be the only payments to be made to Service Provider for services rendered pursuant to this Agreement. Service Provider shall submit all billings for said services to the City in the manner specified in Exhibit \_\_\_\_\_.

3) **FACILITIES AND EQUIPMENT**. Service Provider shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services pursuant to this Agreement.

4) **CONFLICT OF PROVISIONS**. The provisions set forth in Exhibits A, \_\_\_\_\_, C, and D are part of this Agreement. In the event of any inconsistency between the general provisions of Exhibit C and any other terms or conditions of this Agreement, the provisions set forth in Exhibit C shall control. All provisions in this Agreement control over any provision in Exhibit A. In the event of a disagreement among the documents comprising Exhibit A, Exhibit A-1 controls over Exhibits A-2 through A-5, Exhibit A-2 controls over Exhibits A-3 through A-5, Exhibit A-3 controls over Exhibits A-4 through A-5 and Exhibit A-4 controls over Exhibit A-5.

5) **INSURANCE REQUIREMENTS**. The insurance requirements set forth in Exhibit D are part of this Agreement. Notwithstanding any other provision to the contrary, in the event of any inconsistency between any other terms or conditions of this Agreement, the requirements set forth in Exhibit D shall control.

6) **ENTIRE AGREEMENT**. All Exhibits referred to herein are attached hereto and are by this reference incorporated herein.

7) TERM. This Agreement shall be effective upon the effective Date and shall remain in effect for a period of **two (2) years** following the effective Date (the Initial Term ). Following the Initial Term, this Agreement shall automatically renew for **three one (1) year terms**, unless terminated pursuant to this Agreement or the City Manager, or his/her designee, provides Service Provider written notice of the City's intent to not renew the Agreement.

Contract as of the day first above-stated.

City of Fairfield, a municipal corporation

Y: \_\_\_\_\_  
(signature)

Printed:

Service Provider

Y: \_\_\_\_\_  
(signature)

Printed:

T

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Services are described more particularly in the following exhibits, which comprise this exhibit A:

- Exhibit A-1 Statement of Work
- Exhibit A-2 Product Schedule
- Exhibit A-3 Service Level Agreement
- Exhibit A-4 City's Request for Proposal ( RFP ), and
- Exhibit A-5 Service Provider's response to RFP

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Statement o ork

**1.0 D T S:** In this Agreement, the following terms have the following meanings, and all other capitali ed terms have the meaning given to them elsewhere in this Agreement:

**1.01 uthor ed Persons** as used in this document means the Service Provider s employees, contractors, subcontractors or other agents who need to access the public urisdiction s personal data to enable the Service Provider to perform the services required.

**1.02 Data reah** as used in this document means the unauthori ed access by non-authori ed person s that result in the use, disclosure or theft of a public urisdiction s unencrypted personal data.

**1.0 ollo the sun** is a wor flow model in which wor is passed on to the offices located in different time ones. In this way wor is done round-the-cloc thereby reducing the support duration and increasing the responsiveness.

**1.04 nd dually dent able ealth n ormat on** as used in this document means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse and (2) relates to the past, present or future physical or mental health or condition of an individual the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual and (a) that identifies the individual or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**1.0 on Publ Data** means data, other than personal data, that is not sub ect to distribution to the public as public information. It is deemed to be sensitive and confidential by the public urisdiction because it contains information that is e empt by statute, ordinance or administrative rule from access by the general public as public information.

**1.0 Personal Data** means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g. Social Security, driver s license, passport) financial account information, including account number, creditordebitcardnumbers or protected health information (PHI) relating to a person.

**1.0 Prote ted ealth n ormat on (PHI)** as used in this document is individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI e cludes education records covered by the Family ducational Rights and Privacy Act

(F RPA), as amended, 20 .S.C. 1232g, records described at 20 .S.C. 1232g(a)(4)( ) (iv) and employment records held by a covered entity in its role as employer.

**1.0 Personally identifiable information PII** refers to a combination of data elements (e.g. Social Security number, driver's license or other government-issued identification number, passport number, financial account number, or credit or debit card number in combination with security codes) that, when linked to the individual's first name or first initial and their last name, and not encrypted or otherwise could lead to the loss, theft or unauthorized use of the individual's personal information.

**1.0 Public Jurisdiction** means the City of Fairfield.

**1.10 Public Jurisdiction Data** as used in this document means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware the Service Provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the Service Provider.

**1.11 Public Jurisdiction designated contact** means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

**1.12 Security incident** means the potentially unauthorized access by non-authorized persons to personal data or non-public data that could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of a Service Provider. A security incident may or may not turn into a data breach.

**1.1 Service Level Agreement SLa** means a written agreement between both the public jurisdiction and the Service Provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises (i.e., metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed and (6) any remedies for performance failures.

**1.14 Service Provider** means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

**1.1 Software as a Service SaaS** means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not

manage or control the underlying cloud infrastructure, including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**1.1 Statement of Work** is a written statement in a solicitation document or contract that describes the public jurisdiction's service needs and expectations.

## **2.0 DESCRIPTION OF SERVICES**

### **2.1 Scope of Services**

The scope of services to be performed by Service Provider under this Agreement is as described in this Statement of Work in Exhibit A of this Agreement.

### **2.2 Data Ownership**

The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. SERVICE PROVIDER shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

## **2. Data Protection**

Protection of personal privacy and data shall be an integral part of the business activities of the Service Provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a. The Service Provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Service Provider applies to its own personal data and non-public data of similar kind.
- b. All data obtained by the Service Provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- c. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Service Provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.
- d. Unless otherwise stipulated, the Service Provider shall encrypt all non-public data at rest and in transit. The public jurisdiction shall identify data it deems as non-public data to the Service Provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

- e. At no time shall any data or processes that either belong to or are intended for the use of a public jurisdiction or its offers, agents or employees be copied, disclosed or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction that does not include the public jurisdiction.
- f. The Service Provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

## 2.4 Data Protection

The Service Provider shall provide its services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The Service Provider shall not allow its personnel or contractors to store public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Service Provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support. The Service Provider may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

## 2. Security Incident

Service Provider shall inform the public jurisdiction of any security incident or data breach.

- a. Incident Response: The Service Provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the public jurisdiction should be handled on an urgent as-needed basis, as part of Service Provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Security Incident Reporting Requirements: The Service Provider shall report a security incident to the appropriate public jurisdiction identified contact immediately as defined in the SLA.
- c. Breach Reporting Requirements: If the Service Provider has actual knowledge of a confirmed data breach that affects the security of any public jurisdiction content that is subject to applicable data breach notification law, the Service Provider shall (1) promptly notify the appropriate public jurisdiction identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

## 2. Breach Response

This section only applies when a data breach occurs with respect to personal data within the possession or control of the Service Provider.

- a. The Service Provider, unless stipulated otherwise, shall immediately notify the appropriate public jurisdiction identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- b. The Service Provider, unless stipulated otherwise, shall promptly notify the appropriate public jurisdiction identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The Service Provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- c. Unless otherwise stipulated, if a data breach is a direct result of the Service Provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Service Provider shall bear the costs associated with (1) the investigation and resolution of the data breach (2) notifications to individuals, regulators or others required by state law (3) a credit monitoring service required by state (or federal) law (4) a website or a toll-free number and call center for affected individuals required by state law all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach and (5) complete all corrective actions as reasonable determined by Service Provider based on root cause all (1) through (5) subject to this contract's limitation of liability.

## 2. Notification of Legal Requests

The Service Provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The Service Provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

## 2. Termination and Suspension of Service

- a. In the event of a termination of the contract, the Service Provider shall implement an orderly return of public jurisdiction data in a CS or

another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of public jurisdiction data.

- b. During any period of service suspension, the Service Provider shall not take any action to intentionally erase any public jurisdiction data.
- c. In the event of termination of any services or agreement in entirety, the Service Provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
  - 10 days after the effective date of termination, if the termination is in accordance with the contract period
  - 30 days after the effective date of termination, if the termination is for convenience
  - 60 days after the effective date of termination, if the termination is for cause.

After such period, the Service Provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d. The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.
- e. The Service Provider shall securely dispose of all requested data in all of its forms, such as digital, CD/DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

## **2. Background Checks**

The Service Provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the Service Provider's employees and agents.

### **2.10 Access to Security Logs and Reports**

The Service Provider shall provide reports to the public jurisdiction in a format as specified in the SLA agreed to by both the Service Provider and the public jurisdiction. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this contract.

### **2.11 Contract Audit**

The Service Provider shall allow the public jurisdiction to audit conformance to the contract terms. The public jurisdiction may perform this audit or contract with a third party at its discretion and at the public jurisdiction's expense.

## **2.12 Data Center Audit**

The Service Provider shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Service Provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

## **2.1 Change Control and Advance Notice**

The Service Provider shall give advance notice (to be determined at the contract time and included in the SLA) to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

## **2.14 Security**

The Service Provider shall disclose its non-proprietary security processes and technical limitations to the public jurisdiction such that adequate protection and confidentiality can be attained between the public jurisdiction and the Service Provider. For example: virus checking and port sniffing. The public jurisdiction and the Service Provider shall understand each other's roles and responsibilities.

## **2.1 Non-Disclosure and Separation of Duties**

The Service Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

## **2.1 Import and Export of Data**

The public jurisdiction shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Service Provider. This includes the ability for the public jurisdiction to import or export data to/from other Service Providers.

## **2.1 Responsibilities and Uptime Guarantee**

The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Service Provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

**2.1 Subcontractor Disclosure**

The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Service Provider, and who shall be involved in any application development and/or operations.

**2.1 Right to Remove Individuals**

The public jurisdiction shall have the right at any time to require that the Service Provider remove from interaction with public jurisdiction any Service Provider representative who the public jurisdiction believes is detrimental to its working relationship with the Service Provider. The public jurisdiction shall provide the Service Provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the Service Provider shall immediately remove such individual. The Service Provider shall not assign the person to any aspect of the contract or future work orders without the public jurisdiction's consent.

**2.20 Business Continuity and Disaster Recovery**

The Service Provider shall provide a business continuity and disaster recovery plan upon request and ensure that the public jurisdiction's recovery time objective (RTO) of \_\_\_\_\_ hours/days is met. (\_\_\_\_\_ shall be negotiated by both parties.)

**2.21 Compliance with Accessibility Standards**

The Service Provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**2.22 Web Services**

The Service Provider shall use Web services exclusively to interface with the public jurisdiction's data in near real time when possible.

**2.2 Encryption of Data at Rest**

The Service Provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the public jurisdiction approves the storage of personal data on a Service Provider portable device in order to accomplish work as defined in the statement of work.

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**Produ t S hedule**

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**ty s Re uest or Proposal R P**

See attached

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**Service Provider's Response to R P**

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1. The price for Services rendered by Service Provider shall be \_\_\_\_\_ per month **(annually)**, which is based on fees for Services provided for a **36-month period**.
2. City shall pay Service Provider within 30 days after receipt of Service Provider s invoice.
- . The obligation to pay for Services commences on the Acceptance Date.

4. **R RS P S S**

Service Provider shall be responsible for all costs and e penses incurred by Service Provider, personnel of Service Provider and subcontractors of Service Provider, in connection with this Agreement, including, without limitation, payment of salaries, fringe benefit contributions, payroll ta es, withholding ta es, and other ta es or levies, office overhead e penses, travel e penses, telephone and other telecommunication e penses, and document reproduction e penses.

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- 1) IND P ND NT S R IC PR ID R. At all times during the term of this Agreement, Service Provider shall be an independent contractor and shall not be an employee of City. City shall have the right to control Service Provider only insofar as the results of Service Provider s services rendered pursuant to this Agreement however, City shall not have the right to control the means by which Service Provider accomplishes services rendered pursuant to this Agreement.
- 2) LIC NS S P RMITS TC. Service Provider represents and warrants to City that Service Provider has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Service Provider to practice Service Provider s profession. Service Provider represents and warrants to City that Service Provider shall, at its sole cost and e pense, eep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Service Provider to practice his profession.
- 3) TIM. Service Provider shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Service Provider s obligations pursuant to this Agreement.
- 4) S R IC PR ID R N T AN A NT. cept as City may specify in writing, Service Provider shall have no authority, e press or implied, to act on behalf of City in any capacity whatsoever as an agent. Service Provider shall have no authority, e press or implied, pursuant to this Agreement, to bind City to any obligation whatsoever.
- 5) ASSI NM NT PR HI IT D. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
- 6) P RS NN L. Service Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Service Provider to perform services pursuant to this Agreement, Service Provider shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.
- 7) STANDARD F P RF RMANC. Service Provider shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which Service Provider is engaged in the geographical area in which Service Provider practices his profession. All products which Service Provider delivers to City pursuant to this Agreement shall be prepared in a wor manli e manner and conform to the standards of quality normally observed by a person practicing in Service Provider s profession. City shall be the sole udge as to whether the product of the Service Provider is satisfactory.
- 8) CANC LLATI N F A R M NT. This Agreement may be canceled at any time by the

City at the discretion of the City Manager, or his/her designee, upon written notification to Service Provider. Service Provider is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. Service Provider shall be entitled to no further compensation for work performed after the cancellation date. All completed and incomplete reports and documents of the Service Provider provided under this Agreement up to the date of receipt of written notice to cease work shall become the property of City.

9) INDemnIFY AND HOLD HARMLESS.

a) If Agreement is an agreement for design professional services subject to California Civil Code 2782.8(a) and Service Provider is a design professional, as defined in California Civil Code 2782.8(c)(2), to the fullest extent allowed by law, Service Provider shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Service Provider, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

b) If Agreement is not an agreement for design professional services subject to California Civil Code 2782.8(a) or Service Provider is not a design professional as defined in subsection 10(a) above, to the fullest extent allowed by law, Service Provider shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, serious errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Service Provider or any person directly or indirectly employed by or acting as agent for Service Provider in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.

It is understood that the duty of Service Provider to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Service Provider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

Service Provider's responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

10) PROHIBITED INTERESTS. No employee of the City shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the City if this provision is violated.

11) LOCAL EMPLOYMENT PREFERENCE. The City desires wherever possible, to hire qualified local

residents to work on city projects. Local resident is defined as a person who resides in Solano County. The City encourages an active affirmative action program on the part of its contractors, sub-contractors, and developers. When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Conson Act and this program, contractor, consultants, and developers will be required, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

12) S R IC PR ID R N T A P LIC FFICIAL. Service Provider is not a public official for purposes of Government Code 87200 et seq. Service Provider conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal contract monitoring. In addition, Service Provider possesses no authority with respect to any City decision beyond these conclusions, advice, recommendation, or counsel.

13) MPL M NT D L PM NT D PARTM NT R P RTIN R Q IR M NTS. When the City executes an agreement for or makes payment to Service Provider in the amount of 600 (six hundred dollars) or more in any one calendar year, Service Provider shall provide the following information to City to comply with Employment Development Department (EDD) reporting requirements:

a) Whether Service Provider is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.

b) If Service Provider is doing business as a sole proprietorship, Service Provider shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

c) If Service Provider is doing business as other than a sole proprietorship, Service Provider shall provide Service Provider's federal tax identification number.

14) N TIC S. All notices shall be given in writing to the following addresses or other such addresses as the parties may designate by written notice:

To City: City of Fairfield  
Attn: Jeffrey Bertany  
City of IT Department  
1000 Webster Street  
Fairfield, California 94533

To Service Provider:

15)       RNIN LAW AND N      . This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of Solano.

16) PR PRI TAR AND C NFID NTIAL INF RMATI N. Service Provider agrees that all of the information it obtains from City constitutes City s confidential property ( Confidential Information ) regardless of whether such information is pre-mar ed as confidential or in any other manner to indicate its confidential nature. cept as e pressly authori ed herein, Service Provider agrees to hold in confidence and not disclose any Confidential Information. Service Provider further agrees to establish such systems and procedures as may be reasonable to maintain City s Confidential Information. Service Provider s nondisclosure obligation shall not apply to information which Service Provider can document: (a) was rightfully in its possession or own to it prior to receipt of the Confidential Information (b) is or has become public nowledge through no fault of Service Provider (c) is rightfully obtained by Service Provider from a third party without breach of any confidentiality obligation or (d) is required to be disclosed pursuant to the order or requirement of a court, administrative agency, federal law, foreign state law, California state law, applicable regulatory authorities, or other governmental body.

17) DI L IN F C NFID NTIAL R PR PRI TAR INF RMATI N. Should City require the services of a third party to operate, maintain or modify the Product(s) nothing in this Agreement shall preclude City from doing so. City shall provide Service Provider with as much notice as practicable before utili ng or divulging any proprietary information or trade secrets so that Service Provider may coordinate and or limit the delivery of said information to the third party necessary to accomplish said operation, modification or maintenance. Any third party receiving Confidential or Proprietary Information or trade secrets under this paragraph must agree to the same prohibition against disclosure as City.

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S R R TS

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

1) MINIMUM SPECIAL AND LIMITS FINANCIAL RISK

a) Commercial General Liability coverage (occurrence Form C 00 01) with minimum limits of 1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 any auto) with minimum limits of 1,000,000 per accident for bodily injury and property damage.

c) Workers Compensation insurance as required by the State of California and Employers Liability insurance, each in the amount of 1,000,000 per accident for bodily injury or disease.

2) INDUSTRIAL SPECIFIC RISKS

If checked below, the following insurance is also required.

Professional Liability Insurance errors and omissions Liability in the minimum amount of 1,000,000 per occurrence.

Cyber Liability Insurance in the minimum amount of 1,000,000 per occurrence

Storage Pileup Insurance in the minimum amount of 1,000,000 per occurrence

Fidelity Crime Dishonesty Bond in the minimum amount of \_\_\_\_\_

MCS- 0 endorsement to business Automobile insurance for transportation of hazardous materials and pollutants

Builders Risk Course of Construction Insurance in the minimum amount of \_\_\_\_\_.

3) INS RANC PR ISI NS

a) D D CTI L S AND S LF-INS R D R T NTI NS. Any deductibles or self- insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or the Service Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, cyber liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Service Provider products and completed operations of the Service Provider premises owned, occupied or used by the Service Provider and automobiles owned, leased, hired or borrowed by the Service Provider. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the Service Provider's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- iv) The Service Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Service Provider's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named

insured, whichever is greater.

c) ACCIDENT LIABILITY INSURANCE. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: II, unless otherwise acceptable to the City.

d) CERTIFICATE OF COVERAGE. CONTRACTANT shall furnish the CIT with original endorsements effecting coverage required by this exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms equivalent to C 20101185 subject to CIT approval. All insurance certificates and endorsements are to be received and approved by the CIT before work commences, these documents must be submitted electronically through the city's insurance system, [certificates-fairfield-risworks.com](https://certificates-fairfield-risworks.com). At the request of the CIT, CONTRACTANT shall provide complete copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUBCONTRACTORS. Service Provider shall require all subcontractors to procure and maintain insurance policies subject to the requirements of exhibit D. Failure of Service Provider to verify existence of sub-contractor's insurance shall not relieve Service Provider from any claim arising from sub-contractors work on behalf of Service Provider.