

PLACER COUNTY
PROCUREMENT SERVICES DIVISION
on behalf of the

Placer County Department of Public Works

City of Roseville

City of Auburn



REQUEST FOR PROPOSALS

for

**SOUTH PLACER MICROTRANSIT SOFTWARE SOLUTION
IMPLEMENTATION**

RFP No. 20233

STANDARD TERMS AND CONDITIONS

1.0 INQUIRIES AND ADDENDA

Direct all inquiries regarding this RFP in writing to the Placer County Procurement representative(s) shown in the County's bidding system.

Do not contact other County staff or parties related to this service or project. Information provided by other than Procurement staff may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFP will be distributed via Placer County's online bidding system at:

<https://www.placer.ca.gov/1406/Open-Bids-RFPs>

It is the proposer's sole responsibility to monitor the website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 GENERAL TERMS & CONDITIONS

- 2.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a Consultant services agreement. Separate Consultant services agreements will be executed with Placer County, City of Roseville, and City of Auburn. Drafts of sample contracts are included as included as **Attachments C, D and E.**
- 2.2 **Independent Contractor.** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of the County of Placer. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County of Placer, its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
- 2.3 **Publicity Clause:** Awarded firm(s) shall obtain prior written approval from the County, City of Roseville or City of Auburn for use of information relating to the County and Cities or any resulting Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
- 2.4 **Non-Appropriation.** The County or Cities may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.
- 2.5 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the draft contracts, **Attachment C.** All costs of

complying with the insurance requirements shall be included in your pricing. The selected firm shall provide complete and valid insurance certificates within ten (10) days of the County's written request. Failure to provide the documents within the time stated may result in the rejection of the firm's proposal. The City of Roseville and City of Auburn Indemnification & Insurance Requirements are shown in the sample contracts from those entities in **Attachments D and E**.

- 2.6 **Protests and Appeals.** In accordance with Section 5.0 of the Placer County Procurement Policy, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal the County's action. The protest shall be submitted in writing within five (5) County business days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.
- 2.7 **General Health Measures and Conduct.** The awarded firm(s) (Contractor) shall be solely responsible for ensuring that the Contractor's employees or sub-contractors are physically capable of performing the services described herein on County premises. The Contractor shall take all necessary measures to ensure that the Contractor's employees and sub-contractors receive sufficient training regarding contagious and infectious diseases and preventative measures to be taken within the workplace to protect the Contractor's employees and sub-contractors from exposure to or exposing others (including but not limited to County personnel and the public) to contagious and infectious diseases. Should the County or the Contractor observe any of their employees or sub-contractors exhibiting symptoms of a contagious and/or infectious disease (including but not limited to COVID-19) either prior to or during the performance of services on County premises, the Contractor shall immediately take measures to minimize or prevent exposure to County employees and/or the public consistent with government guidance and best practices. Such removal shall not be considered a basis for employee's claim for compensation or damages against the County, or any of its officers or agents. The employee shall not return to work on County premises until Contractor determines that the situation is resolved.
- 2.8 **Assurance of Designated Staff.** Proposer shall assure that the designated staff, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated staff or sub-consultant(s) shall not be made without the prior written approval of the County.

3.0 PROPOSAL SUBMISSION INSTRUCTIONS

- 3.1 Respondents are ***strongly encouraged*** to submit their responses online, to assure a complete and timely response. To respond online, firms must register with the Bidding System at placercounty.bidsandtenders.net (free of charge).
- 3.2 Proposals must be submitted not later than the date and time posted on the County's website. Late submittals shall not be accepted or considered.
- 3.3 If you choose to submit a hard-copy response, you do so at your own risk.
- 3.4 All hard-copy proposal responses must include all of the same information required for on-line responses. Incomplete proposals will be rejected as non-responsive. If submitting a hard-copy response:
- A. Include One (1) electronic copy of your proposal in PDF format on CD, flash drive or other electronic media.
 - B. Hard-copy submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.

C. Proposals must be submitted ONLY to:

Placer County Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603-2640

D. The County of Placer shall not be responsible for proposals delivered to a person or location other than that specified herein.

3.5 Faxed and/or emailed proposals shall not be accepted.

3.6 All costs associated with proposal preparation shall be borne by the offeror.

4.0 SELECTION PROCESS

4.1 Submittals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the criteria published in this RFP. The firm(s) submitting the top-ranked proposal may be invited for interviews.

4.2 Interviews will be held solely at the County's option. If held, the interviews will be scored and ranked separately from the written proposals. The County will use criteria published in this RFP to score and rank firms' responses to interview questions or instructions, in addition to other relevant information provided or requested. The top-ranked firm(s) will be selected for award.

4.3 The County reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.

4.4 The County reserves the right to conduct additional reviews of the responding firms and their capabilities in order to make an award that is in the best interest of the County.

4.5 The County reserves the right to award a contract to the firm(s) that presents the best qualifications and whose proposal best accomplishes the desired results.

4.6 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate with the successful firm(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.

4.7 The County will notify all proposers whether or not they are selected for the subject work. Email is the County's preferred method of communication for all stages of the RFP process.

4.8 All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.

4.9 The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

4.10 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.



Procurement Services Division
2964 Richardson Drive ▪ Auburn, CA 95603
(530) 886-2122

20233 - South Placer Microtransit Software Solution Implementation

Opening Date: December 10, 2021 10:00 AM

Closing Date: January 20, 2022 5:00 PM

To ensure a complete and timely response, it is strongly recommended that you submit your bid response via our Online Bidding System. However, if you have difficulty submitting your bid online or prefer to submit your bid manually (hard-copy) for any reason, print and complete this bid package along with any required bid documents, and mail or deliver in a sealed envelope to:

Placer County Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603

All bids must be submitted on original documents (no fax bids) prior to the Closing Date and Time specified above and as prescribed in this bid's General Terms and Conditions. All bids must be signed by an authorized representative of the firm. **UNSIGNED OR LATE BIDS WILL BE REJECTED.**

Vendors shall complete the area below for hard copy submissions:

COMPANY NAME: _____

Mailing Address: _____

City/State/Zip: _____

Contact Person: _____

Telephone: _____

Email: _____

SIGNATURE: _____

DATE: _____

Title: _____

By signature above, bidder hereby agrees to and accepts the terms, conditions and requirements specified in this bid, including the following bid documents and all related addenda (if any).

Registering for this RFP

In order to receive notification of addendums or other related notices for this RFP, you must “register” for this RFP as a “Plan Taker” to declare your interest. Firms who do not register for this RFP will not be notified of any addendums or other changes. For help with registering for this RFP, visit: <https://bidsandtenders.zendesk.com/hc/en-us/articles/360028335371-Registering-for-a-Bid-With-or-Without-a-Subscription>

Electronic Submittal Instructions

All firms ("bidders") who wish to respond must have a Bidding System Vendor account. Bidders should also register for each bid as a Plan Taker in order to download the bid documents, to receive email notifications of addendums, download the addendums, and to submit their bid electronically through the Bidding System.

Bidders are cautioned that the timing of their bid submission is based on when the bid is RECEIVED by the Bidding System, not when a bid is submitted by a bidder. Bid transmission can be delayed in an “Internet Traffic Jam” due to file transfer size, transmission speed, etc.

For the above reasons, the County recommends that bidders allow sufficient time to upload their bid submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be governed by the County’s Bidding System web clock, which prevents bids from being submitted after the closing date and time.

The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact technical support at bids&tenders via email: support@bidsandtenders.org or at 1-800-594-4798

File Uploads

All electronic files uploaded to this site must be in a common format accessible by software programs used by the County. Common formats are: Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or pptx), or Adobe Portable Document Format (.pdf). PDF format is the most preferred. Bidders shall not secure, password protect, or lock uploaded files; the County must be able to open and view the contents of the file. Bidders shall not disable or restrict the ability of the County to print, save, or copy the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images, or sketches. The County may disqualify any bid response that does not meet the above criteria.

Addendums

Bidders shall acknowledge receipt of any addendum (if required) when submitting their bid through the Bidding System. Bidders shall check the box for each required addendum and any applicable required attachment that has been issued before a bidder can submit their bid online.

Addendums will be issued through the Bidding System not less than four (4) County working days prior to closing time and date. In the event an addendum is issued in less than four (4) County working days prior to closing date and time, it shall include an extension of the closing date and time. It is the responsibility of the bidder to check online at <https://placercounty.bidsandtenders.net> prior to submitting their bid to verify whether additional addendums have been issued.

If a bidder submits their bid at any time prior to the bid closing and an addendum is issued by the County, the Bidding System will WITHDRAW the bid submission and change the bid submission status to INCOMPLETE (NOT accepted by the Bid System). The withdrawn bid can be viewed by the bidder in the “MY BIDS” section of the Bidding System. At that time, the bidder is solely responsible to make any required adjustments to their bid; acknowledge the addendum (if required); and ensure the bid is resubmitted by the specified closing date and time.

Withdrawal/Edit of Submission

Bidders may edit or withdraw their submission at any time prior to the closing date and time. However the Bidder is solely responsible to make any desired adjustments to their Bid acknowledge any addendum (if required), and resubmit the bid by the specified closing time and date.

Past Projects

Include references for at least three of the projects identified in your Experience of Firm document.

Completion Date (month/year) *	Name of Project *	Name of Owner/Client *	Contact Person *	Current Phone and Email *

Documents

INSTRUCTIONS:

Cover Letter - Include the following information:

- Name and mailing address of firm (include physical location if mailing address is a PO Box).
- Contact person, Email address, telephone number, and fax number. The County will use email to notify your firm of critical developments such as interview schedules, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who has frequent access to email. The County will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The County will not attempt to re-deliver any messages which fail due to no fault of the County.
- The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signature on the Cover Letter accompanying the response indicates the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract, if selected. The Cover Letter must be signed in accordance with the following:
 - Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
 - Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
 - Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm name and style.

SECTION A: Firm and Team Qualifications – Describe the firm and team and provide a statement of the firm's qualifications delivering microtransit software as a service. Identify the services which would be completed by your firm's staff and those that would be provided by sub-consultants, if any. Identify any sub-consultants you propose to utilize to supplement your firm's staff. Include the Firm's Organization Chart, including its constituent parts, and size variation of staffing levels in the past five years. Identify what microtransit services have been delivered by the firm and each team member's involvement in those service implementations.

SECTION B: Statement of Work and Methodology - Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies you believe are essential to accomplishing this project. Include a proposed work schedule to accomplish all the required tasks within the desired timeline. Identify the staff who would be assigned to each task, including sub consultants.

SECTION C: Performance Metrics and References from Similar Projects – Provide a summary of the firm's experience in providing these or similar services. Provide a minimum of five references for related projects or service agreements, including dates, contact person, contact person's email address, and phone number, and a brief description of the project or agreement. Public sector references are preferred. Provide project details from similar clients including service areas, average daily ridership, vehicle revenue hours, vehicle revenue miles, and number of vehicles in service.

Firm's Standard License Agreement - Provide a copy of the firm's standard license agreement for County review. The County will negotiate the final language of the terms and conditions with the top ranked firm. If the County and the top ranked firm are unable to come to an agreement, the County reserves the right to move to the next high ranked firm until a successful agreement is reached.

Exceptions – Agency has assembled this scope with input from multiple transit agencies that are implementing microtransit and has made the best attempt to state our desired outcomes without being overly prescriptive. Agency requests that proposers note specific exceptions to the requirements of the Scope of Work. Agency considers the Proposers to be the experts in the state of the art in implementing microtransit. Should the proposer believe that Agency has obsolete requirements or has omitted important abilities, features and delivery steps from the scope of services, Proposer is encouraged to describe any and all proposed exceptions, alterations or amendments to the Scope of Work or other requirements of this RFP, including the Draft Contracts (**Attachments C through E.**). The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the County's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

Cost Proposal – Cost Proposals will only be requested of the "short-listed" firms (those who are invited to interview (see Evaluation Criteria). If no interviews are held, the County will request a Cost Proposal from the top-ranked firm. Cost Proposals must be submitted within 5 days after written request from the County. When preparing your Cost Proposal, use the form provided in **Attachment B** and provide the proposed costs for each category specified.

- Cover Letter * (mandatory)
- Firm and Team Qualifications and Experience * (mandatory)
- Statement of Work and Methodology * (mandatory)
- Performance Metrics and References from Similar Projects * (mandatory)
- Firm's Sample Standard License Agreement * (mandatory)
- Exceptions (optional)
- Cost Proposal (optional)
- Additional Document (optional)

Required Statements

By submission of a response to the Request for Proposals, I/we attest and agree to the following:

A. Public Records Act

I/We acknowledge that subsequent to award of this RFP, all of part of this submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act (Govt. Code 6250, et seq), and that none of this submittal is considered proprietary, unless otherwise stated in the Exceptions portion of this response.

Note to respondent: If you wish to declare any portion of your response as proprietary and/or confidential, you must describe the portions in detail in the Exceptions portion of your response and include detailed reasons, including specific exemptions allowed by the California Public Records Act/Government Code. In the event the County receives a PRA request for documents that may include some or all of the submittal, the County will consider the proposer's statement, but will make its own determination as to what will be released.

B. Non-Substitution of Designated Staff

I/We assure that the designated project team, including sub-consultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the County.

C. Non-Conflict of Interest

I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.

D. Non-Collusion

I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

E. Insurance Requirements

I/We agree to the indemnification and insurance requirements provided in the draft contract attached to this RFP and that the cost of complying with the insurance requirements is included in our pricing. I/We agree to provide complete and valid insurance certificates within ten (10) days of the County's written request and acknowledge that failure to provide the documents within the time stated may result in the rejection of this proposal.

F. DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The proposer, under penalty of perjury, certifies that, except as noted, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Any exceptions to the above are included in the Exceptions portion of our response, including to whom it applies, initiating agency, and dates of action.

Note to respondent: Exceptions will not necessarily result in denial of award, but will be considered in determining the firm's responsibility. Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal.

I acknowledge that I have the authority to bind the Company and submit this bid on behalf of the Company.

The Applicant declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Applicant foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid. Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

