



**REQUEST FOR QUOTES (RFQ#17-001)**

**FOR**

**Payment Gateway Services**

**for the**

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
(RTA)**

**Key RFQ Dates**

**Issued: October 2, 2017**

**Submit RFQ Questions: October 10, 2017**

**Questions Response: October 16, 2017**

**Quotes Due: October 24, 2017**

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The San Luis Obispo Regional Transit Authority (RTA) is currently soliciting Quotes for professional services providing:

## **PAYMENT GATEWAY SERVICES**

The RTA is seeking a service provider for a Payment Gateway. The service would be employed to collect and recorded electronic payments for fare media (and potentially other products) at the RTA main office and a remote vending machine, with possible future expansion to additional remote locations.

Each submitting respondent shall specify each item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the Quote. Failure to set forth any item in the specifications without providing explanation of exceptions may be grounds for rejection of Quote. RTA reserves the right to reject all quotes and waive any informality.

If your firm is interested and qualified, please submit Quotes by the 4:00 pm PDT on Tuesday, October 24, 2017 to:

San Luis Obispo Regional Transit Authority (RTA)  
179 Cross Street  
San Luis Obispo, CA 93401  
Attn: Michael Seden-Hansen, Special Projects Coordinator

Any questions regarding this Request For Quotes can be directed to:  
Michael Seden-Hansen, [mseden-hansen@slorta.org](mailto:mseden-hansen@slorta.org).

## **QUOTE SUBMITTAL AND SELECTION**

- 1) All quotes shall consist of one (1) original document, five (5) copies and one electronic copy on CDROM or flash drive. An electronic version of the Quote may also be sent via e-mail in addition to physical copies. The submittal package must be received by mail, courier service, or hand delivered no later than 2:00 p.m. on October 24, 2017. Late submittals will not be considered.
- 2) Costs of preparation of Quotes will be borne by the provider.
- 3) This RFQ does not constitute an offer of employment or to contract for services.
- 4) The RTA reserves the option to reject any and all Quotes, wholly or in part, received by reason of this RFQ.

- 5) The RTA reserves the option to retain all Quotes, whether selected or rejected.
- 6) All quotes shall remain valid for ninety (90) days from the deadline for receipt of Quotes.
- 7) The RTA reserves the right to select the respondent that presents the best ability and accomplishes the desired results, at the determination of the RTA. The assessment of Quotes shall include, but not be limited to, a consideration of the professional service fees.
- 8) Selection will be made on the basis of the Quotes as submitted. RTA may retain the right to interview applicants as part of the selection process.
- 9) The proceedings of the RTA's selection are confidential. All communication regarding selections shall be directed via e-mail to Michael Seden-Hansen ([mseden-hansen@slorta.org](mailto:mseden-hansen@slorta.org)).
- 10) Quotes will be evaluated on the basis of adherence to project scope criteria (50%), firm qualifications (25%), and cost (25%).

## **QUOTE FORMAT**

Submittals are limited to a maximum of 20 pages, including any table of contents and attachments. The paper copies will be bound and double-sided on 8.5" by 11" paper. A qualifying Quote must include all of the following items:

- 1) Project Title (Payment Gateway Services).
- 2) Applicant/Firm Name.
- 3) Firm Qualifications:
  - a. Type of organization, size, professional registration and affiliations.
  - b. Names and qualifications of personnel to be assigned to this project (as applicable).
  - c. Outline of recent services provided completed that are comparable to that in the RFQ. Respondent is required to demonstrate project expertise related to the requirements of the project scope.
  - d. Qualifications of sub-consultants, sub-contractors, or joint venture firm, if appropriate.

- e. Three (3) client references from recent related provisions of service, including name, email and phone number of individual to contact for referral.

4) Understanding of, and approach to, the project:

- a. Summary of approach to be taken.
- b. Description of the information and participation the provider will require from the RTA.
- c. Indication of timeframe necessary to complete service provisions implementation once a Notice To Proceed is issued.
- d. Firms may submit a confidential and non-confidential response to this RFQ. The confidential copy will be used only for internal review of the Quotes by the RTA. In the non-confidential version, the submitter may redact any information which they do not wish to be publicly available, other than the total Quote amount.

5) Fees and Insurance:

- a. Propose total fixed fees to complete project as described under Project Scope. Quotes must include the completed Price Proposal Form included in this RFQ. The selected Contractor shall identify any variables, such as transaction level thresholds and resultant fees, or rate adjustments from either not meeting or exceeding these thresholds.
- b. Within five (5) days after the notice to proceed is issued, the Contractor shall provide a certificate of liability insurance naming the RTA and its employees and officers as additional named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the RTA.

Note: Firms may submit a confidential and non-confidential response to this RFQ. The confidential copy will be used only for internal review of the Quotes by the RTA. In the non-confidential version, the submitter may redact any information which they do not wish to be publicly available, other than the total Quote amount.

## **SCOPE OF WORK**

The services will consist of gateway services for electronic non-cash payment for sales of transit agency merchandise and services. Merchandise sales primarily consist of transit passes, but in

the future could also include sales of such items as RTA-branded coffee mugs, apparel, etc. Electronic sales of services could include payment from vendors for on-bus advertising.

It is the intent of the RTA to issue, as a result of this quote solicitation, an agreement for services for a period of three (3) years with an option to renew for two (2) additional one (1) year terms.

The selected firm will provide all services necessary to collect and process the RTA's electronic fare collection and other non-cash based sales of goods and services.

Contractor will be responsible for supplying all personnel, equipment and supplies necessary to conduct the service, except as specified.

The RTA will provide all required financial and account information to the Contractor.

The Contractor selected will be responsible for the following duties:

- 1) Provide payment gateway services for electronic payment of transit pass sales and other sales of merchandise and services (using credit, chip and debit cards) at two current locations. These locations are the RTA offices, currently located at 179 Cross Street, and a Genfare Ticket Vending Machine (TVM), which is to be installed at the RTA transit center at the intersection of Osos and Palm Streets in Sna Kuis Obispo. A new Point Of Sale (POS) device will be provided for the RTA offices as part of the service. Details on the model, cost and functions of the POS device shall be included in the Quote.
- 2) Conduct the service, receive all payment and record all sales. All lists, reports, methods of accounting, etc. shall be in a format as approved by the RTA in advance.
- 3) Provide means to allow RTA staff to track transactions online.
- 4) Protect customer information; describe encryption, data storage and fraud protection procedures.
- 5) Provide needed technical support to insure continuous availability of service.

The transaction may vary. As a sample, during calendar year 2016, total sales for RTA transit passes, including both transactions sales outlets near the site of the initial TVM install, and transactions at the RTA offices, were approximately \$180,000. Sales of SLO Transit passes for outlets in the same downtown area were approximately \$67,000 in the same time, for a total of approximately \$247,000. The planned future expansion of the number of TVM machines, along with the potential sales of other merchandise, and the migration of the pass sales to form other outlets to the TVM, is likely to cause a significant increase in total sales volume over time.

**OPTIONS:**

As part of the Quote, the cost of implementation and on-going costs for each future additional sales outlet locations, including municipal offices, additional Genfare Ticket Vending Machine sites, and Internet sales, should all be provided. The costs should be based on current dollars and any annual increase over the maximum five-year (three-year base with two one-year options) contract period.

# APPENDIX 1

## SAMPLE CONTRACT

### SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA) AGREEMENT TO PROVIDE PAYMENT GATEWAY SERVICES

THIS AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA) and \_\_\_\_\_ ("CONTRACTOR").

WHEREAS, the RTA desires to purchase PAYMENT GATEWAY SERVICES to be delivered over the term of the Contract and has issued an Invitation for Quotes (RFQ#17-001) dated \_\_\_\_\_, a copy of which is attached and incorporated as Exhibit A; and

WHEREAS, the CONTRACTOR desires to furnish such services and submitted a written proposal dated \_\_\_\_\_, 2017, a copy of which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### **1. RENDITION OF SERVICES**

The CONTRACTOR agrees to provide services to the RTA in accordance with the terms and conditions of this Agreement.

#### **2. SCOPE OF WORK**

The CONTRACTOR shall perform all work and furnish all the services, labor, materials, tools, equipment, and incidentals as set forth in the Scope of Services.

#### **3. TERM OF AGREEMENT**

The term of this Agreement will be for a three-year term commencing upon the RTA's issuance of a written notice to proceed or unless sooner terminated pursuant to Section 20 of this Agreement. The CONTRACTOR shall furnish the RTA with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in the Contract Specifications.

It is further understood that the term of Contract is subject to the RTA's right to terminate the Contract in accordance with Section 20 of this Agreement.

#### **4. OWNERSHIP OF WORK**

All reports, designs, drawings, plans, specifications, schedules, and other materials prepared, or in the process of being prepared for the services to be performed by CONTRACTOR are and shall be the property of the RTA. The RTA shall be entitled to copies and access to these materials during the term of the contract. Any such materials remaining in the hands of the CONTRACTOR or in the hands of any subcontractor upon completion or termination of the work shall be immediately delivered to the RTA. If any materials are lost, damaged, or destroyed before final delivery to the RTA, the CONTRACTOR shall replace them at its own expense and the CONTRACTOR assumes all risks of loss, damage, or destruction of or to such materials. The CONTRACTOR may retain a copy of all material produced under this Agreement for its use in its general business activities.

In performing the services hereunder, CONTRACTOR agrees not to design or provide to the RTA any items that infringe on one or more patents, copyrights, trademarks or other intellectual property rights (including trade secrets), privacy, or other rights of any person or entity. If CONTRACTOR becomes aware of any such possible infringement in the course of performing any work hereunder, CONTRACTOR shall immediately so notify the RTA in writing.

#### **5. CONFIDENTIALITY**

Any RTA materials to which the CONTRACTOR has access or materials prepared by the CONTRACTOR during the course of this Agreement ("confidential information") shall be held in confidence by the CONTRACTOR, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the CONTRACTOR as necessary to accomplish the rendition of services set forth in Section 2 of this Agreement.

The CONTRACTOR shall not release any reports, information, or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the RTA's CFO/Deputy Director.

#### **6. USE OF SUBCONTRACTORS**

The CONTRACTOR shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the RTA, except for service firms engaged in drawing, reprographics, typing, and printing. The CONTRACTOR shall be solely responsible for reimbursing any subcontractors and the RTA shall have no obligation to them.

#### **7. CONTRACTOR'S KEY PERSONNEL**

It is understood and agreed by the parties that at all times during the term of this Agreement that \_\_\_\_\_ shall serve as the primary staff person of CONTRACTOR to undertake, render, and oversee all of the services under this Agreement.

## **8. CHANGES**

The RTA may make changes at any time, by written order, within the scope of services described in this Agreement. If such changes cause an increase or decrease in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 16 of this Agreement. In the event that CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, or identifies any RTA conduct (including actions, inaction, and written or oral communications other than a formal contract modification) that the CONTRACTOR regards as a change to the contract terms and conditions, CONTRACTOR shall so advise the RTA immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation. This notice shall be given to the RTA prior to the time that CONTRACTOR performs work or services related to the proposed adjustment in compensation. The pertinent changes shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive RTA approval for extra work prior to performing extra work may, at the RTA's sole discretion, result in nonpayment of the invoices reflecting such work.

## **9. CLAIMS OR DISPUTES**

The CONTRACTOR shall be solely responsible for providing timely written notice to the RTA of any claims for additional compensation and/or time in accordance with the provisions of this Agreement. It is the RTA's intent to investigate and attempt to resolve any CONTRACTOR claims before the CONTRACTOR has performed any disputed work. Therefore, CONTRACTOR's failure to provide timely notice shall constitute a waiver of CONTRACTOR's claims for additional compensation and/or time.

The CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the RTA, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given the RTA due written notice of potential claim. The potential claim shall set forth the reasons for which the CONTRACTOR believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the RTA, such notice shall be given to the RTA prior to the time that the CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice shall be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by the RTA, and shall be governed by all applicable provisions of the Contract. The CONTRACTOR shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached which resolves the CONTRACTOR claim, the parties will execute a Contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the CONTRACTOR claim, they may choose to pursue a dispute resolution process or termination of the contract.

#### **10. DISADVANTAGED BUSINESS ENTERPRISES**

The RTA, as a recipient of Federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for Contracts in accordance with Federal regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT).

It is the policy of the RTA to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can compete fairly for contracts and subcontracts relating to the RTAs construction, procurement, and professional services activities. To this end, the RTA has developed procedures to remove barriers to DBE participation in the procurement and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. Concerning the performance of this contract, the CONTRACTOR will cooperate with the RTA in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with the RTA, the CONTRACTOR hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

“The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR §26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR or subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the RTA deems appropriate.”

#### **11. EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

In connection with the performance of this Agreement the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, gender, sexual orientation, age (over 40), marital status, pregnancy, medical condition, or disability as specified in federal, State, and local laws. The CONTRACTOR shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

## **12. CONFLICT OF INTEREST**

Depending on the nature of the work performed, a CONTRACTOR of the RTA is subject to the same conflict of interest prohibitions established by the Federal Transit Administration and California law that govern RTA employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONTRACTOR and their employees may be required to disclose financial interests.

The CONTRACTOR warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §1090 et seq. or §87100 et seq. during the performance of services under this Agreement. The CONTRACTOR further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement being deemed void and unenforceable.

Depending on the nature of the work performed, CONTRACTOR may be required to publicly disclose financial interests under the RTA's Conflict of Interest Code. Upon receipt, the CONTRACTOR agrees to promptly submit a Statement of Economic Interest on the form provided by the RTA.

No person previously in the position of Director, Officer, employee or agent of the RTA may act as an agent or attorney for, or otherwise represent the CONTRACTOR by making any formal or informal appearance, or any oral or written communication, before the RTA, or any Officer or employee of the RTA, for a period of twelve months after leaving office or employment with the RTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant, or contract.

## **13. PROHIBITED INTEREST**

No member, officer, or employee of the RTA during his or her tenure or for one year after that tenure shall have any interest, direct or indirect, in this Agreement or the proceeds under this Agreement, nor shall any such person act as an agent or attorney for, or otherwise represent, a Respondent or Contractor/Consultant by making a formal or informal appearance, or any oral or written communication, before the RTA, or any officer or employee of the RTA, for a period of one year after leaving office or employment with the RTA if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a Contract.

## **14. RESPONSIBILITY: INDEMNIFICATION**

The CONTRACTOR shall indemnify, keep and save harmless the RTA, and its directors, officers, agents and employees against any and all suits, claims, or actions arising out of any injury to persons or property, including but not limited to damages arising from the infringement of intellectual property rights of third parties, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONTRACTOR caused by a negligent act or omission of the CONTRACTOR or its employees, subcontractors or agents. The CONTRACTOR further agrees to defend any and all such actions, suits, or claims and pay all charges of attorneys and all other incurred costs and expenses. If any judgment is rendered

against the RTA or any of the other individuals enumerated above in any such action, CONTRACTOR shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

## **15. INSURANCE**

The insurance requirements specified in this section shall apply to CONTRACTOR and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that CONTRACTOR authorizes to work under this Agreement (hereinafter collectively referred to as "Agents"). CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. CONTRACTOR is also required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover risks; the limit for the commercial general liability insurance in each subcontract shall not be less than **\$1 million**. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the RTA. Prior to beginning work under this contract, CONTRACTOR shall provide the RTA with satisfactory evidence of compliance with the insurance requirements of this section.

### **A. Types of Insurance**

1. Workers' Compensation and Employers' Liability Insurance
  - a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
  - b. Employer's Liability coverage with minimum limits of **\$1 million**.
  - c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
    - Waiver of Subrogation.
2. Commercial General Liability Insurance

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least **\$1 million** per

occurrence or claim and a general aggregate limit of at least **\$1 million**. Such insurance shall cover all of CONTRACTOR's operations both at and away from the project site.

- a. This insurance shall include coverage for, but not be limited to:
  - i. Premises and operations.
  - ii. Products and completed operations.
  - iii. Contractual liability.
  - iv. Personal injury.
  - v. Advertising injury.
  - vi. Explosion, collapse, and underground coverage.
  - vii. Broad form property damage.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
  - i. Additional Insured.
  - ii. Cross Liability or Severability of Interests Clause.
  - iii. Primary and Non-Contributory wording.
  - iv. Waiver of Subrogation.

Products and completed operations insurance shall be maintained for one year following termination of this Agreement.

### 3. Automobile Liability Insurance

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least **\$1 million** per occurrence.

- a. This insurance shall include coverage for, but not be limited to:
  - i. All Owned vehicles.
  - ii. Non-owned vehicles.
  - iii. Hired or rental vehicles.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
  - i. Additional Insured.
  - ii. Primary and Non-Contributory wording.
  - iii. Waiver of Subrogation.

#### 4. Property Insurance

Property and/or transit insurance, whichever is applicable, with Special Form coverage including theft but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

a. This insurance shall include coverage for, but not be limited to:

- i. CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement.
- ii. Materials or property to be purchased and/or installed on behalf of the RTA, if any.
- iii. Debris removal. iv. Builders risk for property in the course of construction.

b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- i. Waiver of Subrogation.

### **B. Endorsements**

#### 1. Additional Insured

The referenced policies and any excess or umbrella policies shall include as additional insureds the RTA and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

#### 2. Waiver of Subrogation

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the RTA and its officers, directors, employees, volunteers and agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

#### 3. Primary Insurance

The referenced policies and any Excess or Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance affected or which may be affected by the RTA.

4. Severability of Interests or Cross Liability

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the RTA as an Additional Insured shall not in any way affect the RTA's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. Said policy shall protect CONTRACTOR and the RTA in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

**C. Evidence Of Insurance**

**All Coverages** - Prior to commencing work or entering onto the Property, CONTRACTOR shall provide the CFO/Director of Administration of the RTA with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the CONTRACTORS' policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the RTA's CFO/Deputy Director.

**D. General Provisions**

1. Notice of Cancellation

The policies shall provide that the CONTRACTORS' policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the RTA's CFO/Deputy Director.

2. Acceptable Insurers

All policies shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of \$25,000,000. All policies shall be issued in a form satisfactory to the RTA and shall be issued specifically as primary insurance.

3. Self-Insurance

Upon evidence of financial capacity satisfactory to the RTA and CONTRACTOR's agreement to waive subrogation against the RTA respecting any and all claims that may arise, CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

4. Failure to Maintain Insurance

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the RTA property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

**E. Claims Made Coverage**

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

1. Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).
2. CONTRACTOR shall make every effort to maintain similar insurance for at least three years following project completion, including the requirement of adding all named insureds.
3. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three years to report claims arising from work performed in connection with this Agreement.
4. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**F. Deductibles and Retentions**

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from the RTA.

**16. COMPENSATION**

The CONTRACTOR agrees to perform all the services included in Section 2, in accordance with the cost information provided in in the Price Proposal Form , which shall include all labor, materials, taxes, profit, overhead, insurance, delivery costs, subcontractor costs, and other costs and expenses incurred by the CONTRACTOR.

**17. MANNER OF PAYMENT**

The RTA shall pay the full price of the gateway payment system upon satisfactory installation by CONTRACTOR, testing by the RTA, and receipt of an approved invoice, as provided for in the RFQ. Invoice entries shall conform to the rates specified in the Cost Proposal set forth in Exhibit B, as agreed upon. The RTA will endeavor to pay approved invoices within 30 days of their receipt. Invoices shall be mailed or delivered to the RTA at 179 Cross Street, San Luis Obispo, CA 93401.

**18. RTA WARRANTIES**

The RTA makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated in this Agreement.

**19. RTA REPRESENTATIVE**

Except when approval or other action is required to be given or taken by the RTA Board of Directors, the RTA's CFO/Deputy Director or such person or persons as they shall designate in writing from time to time, shall represent and act for the RTA.

**20. TERMINATION**

The RTA shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

If the Agreement is terminated for any reason other than a default by CONTRACTOR, the RTA shall pay to CONTRACTOR in accordance with the provisions of Sections 16 and 17 all sums actually due and owing from the RTA for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such or termination. If the Agreement is terminated for default, the RTA shall only pay CONTRACTOR the contract price for goods delivered and accepted in accordance with the requirements set forth in this contract.

**23. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

The CONTRACTOR shall permit the authorized representatives of the RTA, to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement. CONTRACTOR shall maintain all such records for a period of three years after the RTA makes final payment under this Agreement.

**24. NOTICES**

All communications relating to the day to day activities of the project shall be exchanged between the RTA's CFO/Deputy Director, or designee, and the CONTRACTOR.

All other notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the RTA: Tania Arnold  
CFO/Deputy Director  
San Luis Obispo Regional Transit Authority  
179 Cross Street  
San Luis Obispo, CA 93401

If to the CONTRACTOR: Attn: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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Email communications are encouraged, as long as each email is followed up with a mailed correspondence. The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail or emailed as provided above.

**25. APPLICABLE LAW**

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California. San Luis Obispo County shall be the venue for any action or proceeding that may be brought or arise out of this Agreement.

The CONTRACTOR must comply with all federal, State, and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the RTA.

**26. RIGHTS AND REMEDIES OF THE RTA**

The rights and remedies of the RTA provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

**27. BINDING ON SUCCESSORS**

All of the terms, provisions, and conditions of this Agreement shall be binding upon and insure to the benefit of the parties and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

**28. FEDERAL REQUIREMENTS**

Applicable Federal Clauses to the contract are included as Appendix 3.

**RTA:**

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY

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

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

**CONTRACTOR:**

\_\_\_\_\_

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

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

APPROVED AS TO FORM:

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

Tim McNulty, RTA Counsel

\*Note: If the CONTRACTOR is a Corporation, this Agreement must be executed by two Corporate Officers, consisting of:

- (1) the President, Vice President or Chair of the Board, and
- (2) the Secretary, Assistant Secretary, Chief Financial Officer, Assistant Chief Financial Officer, Treasurer, or Assistant Treasurer.

In the alternative, this Agreement may be executed by a single Officer or a person other than an Officer provided that evidence satisfactory to the RTA is provided demonstrating that such individual is authorized to bind the Corporation (e.g. a copy of a certified resolution from the Corporation's Board or a copy of the Corporation's bylaws.)

# APPENDIX 2

## SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY (RTA)

### PAYMENT GATEWAY SERVICES

#### PRICE PROPOSAL FORM

PLEASE INCLUDE:

1. Service Delivery Schedule and Logistics: (Attach, maximum of 5 pages)
  
2. Pricing Information

<b>ITEM#</b>	<b>SPECIFICATION ITEMS</b>	<b>PROPOSED PRICE/RATES Years 1-3</b>	<b>Year 4 (option)</b>	<b>Year 5 (option)</b>
<b>1</b>	Implementation Costs			
<b>2</b>	Rates (refer to attached materials as needed)			
<b>3</b>	Fees (provided table as needed)			
<b>4</b>	Equipment (Include POS device)			
<b>5</b>	Other			
<b>6</b>	<b>TOTAL PROPOSED PRICE</b>			
<b>7</b>	<b>ONGOING CHARGES</b>			

3. Price Proposal: (Attach in separate envelope marked "Price Proposal"), supplemental materials to the table above can be added.

RTA understands that different items might be combined into one. Please write included and the item # for example "included in 2". However, we strongly recommend breaking out the price of each item where possible.

Total Based Amount in words \_\_\_\_\_

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The undersigned CONTRACTOR agrees to execute and deliver within five (5) business days after notice of the award, a formal Contract with RTA for fulfillment of this Quote

The undersigned CONTRACTOR further agrees to either file with said Contract an insurance policy adequately protecting him against all claims under the Workmen's Compensation Acts for any work which he may do in connection with said Contract, or to file with said Contract a certificate signed by a reputable insurance agent stating that he is adequately covered by insurance to protect him against any claims under the Workmen's Compensation Acts which may be made in connection with his performance of this Contract.

The undersigned Contractor further agrees, in case of a corporation or fictitious trade name, than an acceptable certificate will be filed showing the proper officer or person to sign said Contract.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_

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Name of Representative

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Signature of Representative

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Address

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Telephone / Cell Number

Fax Number

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E-Mail Address

NOTE: If the Contractor is a corporation, affix Corporate Seal and give below the names of its President, Treasurer, and General Manager. If a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

## **APPENDIX 3**

### **Federally Required Contract Clauses**

#### **1) Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(10) dated October, 2003) between the RTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **2) No Obligation by the Federal Government**

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

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

#### **3) Contracts Involving Federal Privacy Act Requirements**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

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

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

#### **4) Civil Rights**

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

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

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

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

## **5) Incorporation of Federal Transit Administration (FTA) Terms**

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

## **6) Fly America**

a) Definitions. As used in this clause

"International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property. d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

### **Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

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## **7) Energy Conservation**

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

## **8) Access to Records and Reports**

The CONTRACTOR shall permit the authorized representatives of the RTA, to inspect, audit, make copies and transcriptions of books and all data and records of the CONTRACTOR relating to its performance under the Agreement. CONTRACTOR shall maintain all such records for a period of three years after the RTA makes final payment under this Agreement.

## **9) Program Fraud or False and Fraudulent Statements or Related Acts**

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

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

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

## **10) Termination**

The RTA shall have the right to terminate this Agreement at any time by giving written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall not commit itself to any further expenditure of time or resources.

If the agreement is terminated for any reason other than a default by CONTRACTOR, the RTA shall pay to CONTRACTOR in accordance with the provisions of Sections 16 and 17 all sums actually due and owing from the RTA for all services performed and all expenses incurred up to the day written notice of termination is given, plus any costs reasonably and necessarily incurred by CONTRACTOR to effect such or termination. If the Agreement is terminated for default, the RTA shall only pay CONTRACTOR the contract price for goods delivered and accepted in accordance with the requirements set forth in this contract.

## **11) Disadvantaged Business Enterprise**

The RTA, as a recipient of Federal financial assistance from the Federal Transit Administration (FTA), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program for Contracts in accordance with Federal regulations 49 CFR §26, issued by the U.S. Department of Transportation (DOT).

It is the policy of the RTA to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBE) can compete fairly for contracts and subcontracts relating to the RTA's construction, procurement, and professional services activities. To this end, the RTA has developed procedures to remove barriers to DBE participation in the procurement and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. Concerning the performance of this contract, the CONTRACTOR will cooperate with the RTA in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any agreement with the RTA, the CONTRACTOR hereby makes the following assurance and agrees to include this assurance in any agreements it makes with subcontractors in the performance of this contract:

"The CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR §26 in the award and administration of U.S. DOT-assisted contracts. Failure by the CONTRACTOR or subcontractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the RTA deems appropriate."