



Budget and Capital Planning Software

Request for Proposals (RFP) No.: AS-4175

Issued: May 20, 2024

access

Access Services PO Box 5728 El Monte, CA 91734-1728 accessla.org

**ACCESS SERVICES
LETTER OF INVITATION
REQUEST FOR PROPOSALS (RFP) NO: AS-4175**

Date: May 20, 2024
Attention: All Proposers
Subject: Request for Proposals (RFP) No. AS-4175
Budget and Capital Planning Software

Notice is hereby given that Access Services (Access), a public agency that provides paratransit services in Los Angeles County, will receive proposals for Budget and Capital Planning Software.

You are invited to submit proposals for the performance of the services described herein. The proposal process and terms and conditions will be in strict accordance with the attached RFP Documents.

The purpose of this RFP is to select a contractor to provide a Budget and Capital Planning Software solution. It is the intent of Access to award one contract for this RFP.

All proposal packages must consist of the following:

1. Digital copy of the technical proposal in Microsoft Word format;
2. Digital copy of the Cost Proposal; and
3. Digital copy of the entire proposal in searchable PDF format.

All proposals must be:

- Submitted via email to purchasing@accessla.org
- Copied to nimori@accessla.org
- Identified in the subject heading as follows: "RFP AS-4175: Budget and Capital Planning Software Proposal Submittal."

Proposals with file sizes that are too large for email may be placed in a file sharing site (e.g., Dropbox, Google Drive, etc.) with download instructions submitted via email to purchasing@accessla.org, copied to nimori@accessla.org, and identified in the email subject field as follows: "RFP AS-4175: Budget and Capital Planning Software Proposal Submittal."

All proposals must be submitted electronically to Access (in the manner set forth above) no later than **3:00 p.m. PT on June 25, 2024**. Proposals received later than that date and time will be rejected and returned to the Proposer unopened. The only accepted evidence to establish the time of receipt is the date and time recorded in the email inbox of purchasing@accessla.org. Proposals shall be valid for one hundred eighty (180) days after the final proposal due date (or 180 days after any subsequent offers).

The solicitation process shall abide by all terms and conditions of the RFP documents, including the requirements of the Instructions to Proposers.

Access reserves the right to reject any or all proposals, may waive any informality or irregularity in any proposal received, and shall be the sole judge of the merits of all proposals. All questions regarding this RFP must be submitted in writing to the undersigned at purchasing@accessla.org

The selection, if made, will be made in accordance with the "Basis of Award" Section of this RFP.

Contract Type

The contract shall be for a not-to-exceed (NTE) fixed price for the three (3) year base term.

Contract Term

The contract term is three (3) years, with options for two (2) separate, one (1) year extensions.

Schedule

Access anticipates contract award in September 2024. Procurement milestones are set forth in Section III: Schedule.

Evaluation Process

Proposals will be evaluated on factors set forth in Section IV: Evaluation Process. Proposer selection will be made pursuant to the procedures contained therein.

Scope of Work

Work requirements, including tasks and deliverables, are set forth in Section VII: Scope of Work.

Instructions to Proposers and Contents of Proposal

Additional instructions are set forth in Section V: Instructions to Proposers and Section VI: Contents of Proposal.

All questions regarding this RFP must be submitted in writing to the undersigned at purchasing@accessla.org. Questions must be received at Access Services by May 31, 2024 at 3:00 pm (PT).

Sincerely,

DocuSigned by:
Kimberlie Nimori
9FA4E8E1CCAE496...
Kimberlie Nimori
Procurement Coordinator

RFP No. AS-4175

Budget and Capital Planning Software

TABLE OF CONTENTS

I. PURPOSE..... 5

II. BACKGROUND 5

III. SCHEDULE 5

IV. EVALUATION PROCESS 6

V. INSTRUCTIONS TO PROPOSERS 8

VI. CONTENTS OF PROPOSAL 18

VII. SCOPE OF WORK 23

 TABLE 1-GENERAL FUNCTIONAL REQUIREMENTS AND CUSTOMER SERVICE
 REQUIREMENTS..... 27

ATTACHMENT 1-ACCESS BUDGETING SOFTWARE QUESTIONNAIRE 33

ATTACHMENTS:

ATTACHMENT A: REQUIRED FORMS 34

ATTACHMENT A1: PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE 35

ATTACHMENT A2: OTHER DIVERSE BUSINESS PARTICIPATION PROVISIONS 37

ATTACHMENT A3: BIDDERS LIST 39

ATTACHMENT A4: CONFIDENTIAL CREDIT REFERENCE INQUIRY 42

ATTACHMENT B1: COST PROPOSAL CERTIFICATION FORM 45

ATTACHMENT C: SAMPLE CONTRACT 46

I. PURPOSE

A. The purpose of this Request for Proposal (RFP) is to select a qualified software provider/consultant who has demonstrated expertise in the successful implementation and deployment of government and/or non-profit budgeting and capital planning software.

B. Contract Type and Term

The contract awarded shall be a Firm Fixed Price (FFP) contract for a three (3) year base term, with the possibility to extend the contract up to two (2) additional years in one year increments.

II. BACKGROUND

Access Services (Access) is the Americans with Disabilities Act (ADA) paratransit transportation service provider for Los Angeles County. With a customer base of over 111,000 eligible riders, Access provides shared ride public transportation to disabled people who are unable to use bus or train services across Los Angeles County.

III. SCHEDULE

Event	Date
RFP Issued	May 20, 2024
Questions Deadline	May 31, 2024 by 3:00 PM (PT)
Responses to Questions Issued	No later than June 12, 2024 (tentative)
Proposals Due	June 25, 2024 by 3:00 PM (PT)
Interviews and Software Demonstrations (by invitation only)	Week of July 29, 2024
Contract Award	September 2024
Contract Start Date	October 1, 2024

IV. EVALUATION PROCESS

A. Evaluation Criteria

Any contract resulting from this RFP will be awarded to the firm whose proposal meets the requirements of the RFP and which is to the best advantage of Access. Notwithstanding the information included herein, the proposer should specifically address the evaluation factors listed below. Factors to be evaluated include the following:

Evaluation Criteria	Points
Technical Components	
1. Experience, expertise, qualifications, and references with similar projects	20
2. Qualifications of the firm and individuals assigned to perform the work	25
3. Functionality of the software solution and its ability to meet the needs and objectives of the Agency	40
Cost Component	
4. Cost	15
Maximum Score	
	100

All evaluation factors other than cost, when combined, are significantly more important than cost.

1. Experience, expertise, qualifications, and references with similar projects (20%)

This factor involves the assessment of the proposer's demonstrated experience and qualifications pertaining to the implementation and deployment of government and/or non-profit budgeting and capital planning software, and references with similar projects.

2. Qualifications of the firm and individuals assigned to perform the work (25%)

This factor involves the assessment of the following:

- a. Qualifications of the firm and individuals assigned to perform the work
- b. Demonstrated project understanding and expertise with budget-based and other allocation rate structures
- c. Availability and level of commitment of the proposed project team and key personnel
- d. Demonstrated understanding of the project scope, approach to accomplishing the work, and project timeline

3. Functionality of the software solution and its ability to meet the needs and objectives of the Agency (40%)

This factor involves an evaluation of the functionality of the software solution and its ability to meet the needs and objectives of Access ("the Agency") as defined in the Scope of Work.

4. Cost (15%)

This objective criteria evaluates the proposer's price (implementation and licensing fees for 3 years, including any and all best and final offers).

B. Selection Process

Access will consider the following in making its selection:

1. Responsive Proposals

All proposals submitted must comply and respond to all requirements of the RFP documents, including all requirements set forth in the RFP attachments. All information, data, forms, and supporting documents required to be submitted must be included in the proposal in order for the proposal to be deemed responsive. All non-responsive proposals may be eliminated from consideration upon receipt.

2. Competitive Range

Depending on the number of responsive proposals received, Access may (but is not required to) establish a competitive range based on technical component scores (set forth in Evaluation Criteria 1 through 3). Only proposals that are deemed to have a reasonable chance of being selected for award, based on their technical component scores, will be included within the competitive range.

3. Interviews and Software Demonstrations (If Needed and by Invitation Only)

Proposers who have submitted proposals within the competitive range may be invited to interview and provide a software demonstration for the evaluation panel in the event that interviews are held. *If held, Access's current Excel-based Budgeting Model will be made available pursuant to an NDA being in place, which can then be used by the Proposer to tailor a presentation demonstrating how their solution will best serve Access's needs.* The purpose of the interviews and demonstrations is for proposers to present their software, technical plan and discuss the merits of their proposal. This will also provide an opportunity for the evaluation panel to ask questions pertaining to the proposal. The need for interviews and demonstrations shall be determined by Access in its sole and absolute discretion.

4. Request for Clarification

The evaluation panel may request additional information or clarification, as deemed appropriate, from any or all proposers at any time.

5. Best and Final Offer (BAFO)
Proposers with proposals within the competitive range may be asked to submit their best and final offer.
6. Price Negotiation
Based on the Proposer's offers (or best and final offers), the evaluation panel may make a final determination and may recommend to the Manager of Procurement and Contract Administration (or other designated representative), to initiate price negotiations with the selected proposer or proposers. Once negotiations are complete, a final recommendation for award will be issued and, if necessary, presented to the Access Board of Directors for approval. There is no guarantee that award will be made by the date indicated above.

C. Basis of Award

Any contract resulting from this RFP will be awarded to the firm whose proposal meets the requirements of the RFP and is evaluated as offering the best advantage to Access Services for attainment of project objectives as defined in the Scope of Work. Access Services may request Proposers to present an oral briefing and discuss the merits of their proposal. However, Access Services is under no obligation to enter into discussions or conduct negotiations with a Proposer but can award a contract on the basis of the offer received. Access Services will evaluate each proposal according to how favorable the services offered are to Access Services in light of the pre-established evaluation criteria and Cost Proposal reasonability. Proposers may be required to participate in negotiations and may be required to submit such additional cost, technical, or other revisions to its proposal (or a Best and Final Offer) as may result from negotiations.

V. INSTRUCTIONS TO PROPOSERS

A. Examination of the RFP Documents

The proposer shall be solely responsible for examining the RFP documents (including any addenda issued during the proposal period) and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the proposal or the performance of services in the event the proposer is selected. Failure of the proposer to so examine and inform itself shall be at its sole risk, and relief from any error or omission will be given only at Access' sole and absolute discretion.

B. Proposal Submission Details

All proposal packages must consist of the following:

1. Digital copy of the technical proposal in Microsoft Word format;
2. Digital copy of the Cost Proposal; and
3. Digital copy of the entire proposal in searchable PDF format.

All proposals must be:

- Submitted via email to purchasing@accessla.org
- Copied to nimori@accessla.org
- Identified in the subject heading as follows: "RFP AS-4175: Budget and Capital Planning Software Proposal Submittal."

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C. Proposal Submission Deadline

Proposals shall be received and by Access no later than:

3:00 pm (PT) on June 25, 2024

Proposals received later than that date and time will be rejected and returned to the proposer.

The only accepted evidence to establish the time of receipt of the electronic proposal is the date and time recorded in the email inbox of purchasing@accessla.org. It is the proposer's sole responsibility to assure that its proposal is received as stipulated.

D. Proposal Expiration

Proposals shall be valid for one hundred eighty (180) days after the final proposal due date (or 180 days after any subsequent offers).

E. Interpretation of RFP Documents/Question Submission Deadline

The proposer may request of Access Services (Access) in writing, no later than May 31, 2024 at 3:00 pm (PT), clarification or interpretation of the RFP documents. Where such interpretation or clarification requires a change in the RFP documents, Access will issue an addendum. The proposer shall acknowledge receipt of any and all addenda in its Proposal Letter/Certificate of Acceptance (see Attachment A-Required Forms). Access shall not be bound by and the proposer shall not rely on any oral interpretation or clarification of the RFP documents.

F. Preparation of Proposal

The proposal shall be formatted in accordance with the requirements specified. It shall include all required forms, the cost proposal and other information as requested. Forms shall be executed by an authorized signatory as described in Section H- "Signing of Proposal/Authorization to Negotiate".

G. Proposal Preparation Costs

Access shall not be responsible for any expenses incurred by a proposer (or potential proposer) for reviewing the RFP documents, conducting research relating to the RFP documents, and preparing and submitting a proposal.

H. Signing of Proposal/Authorization to Negotiate

The Proposal Letter/Certificate of Acceptance shall identify those persons authorized to negotiate on the proposer's behalf with Access in connection with this RFP and shall be executed by the proposer or its authorized agent.

I. Conflict

Any person or entity (limited liability company, corporation, joint venture or otherwise) that has been compensated by Access or has been engaged by Access for assistance in preparing this RFP, any RFP document or estimate shall be precluded from submitting a proposal as said person or entity shall be deemed to have gained an unfair competitive advantage.

J. Communication Blackout Period

During the communication blackout period that starts on the date of the solicitation notice and ends on the date of contract award, proposer or interested parties may not contact any Access personnel, except for the procurement officer who issued the RFP.

K. Modifications and Alternative Proposals

1. The proposer shall submit its proposal in strict conformity with the requirements of the RFP Documents. The proposal shall be complete in itself and shall be submitted in accordance with Section M- "Submission of Proposal/Period of Acceptance" instruction herein.
2. Proposers are cautioned to limit exceptions, conditions, limitations or provisions attached to a proposal as they may be determined significant enough to cause its rejection.
3. The proposal should conform to the requirements contained herein. Proposers submitting conforming basic proposals may submit alternate proposals as complete separate offers, if the alternate proposals offer technical improvements or modifications which are to the overall benefit of Access. Access reserves the right to accept or reject any alternate proposal. Alternate proposals not accompanied by a conforming basic proposal will not be considered.
4. Oral, telegraphic or telephonic proposals or modifications will not be considered.

L. Withdrawal of Proposals

A proposal may be withdrawn by the proposer prior to the date and time for submittal of proposals by means of a written request signed by the proposer or its properly

authorized representative. Such written request must be delivered to the place stipulated in the Letter of Invitation for receipt of proposals.

M. Submission of Proposal/Period of Acceptance

Proposals must be delivered to Access as indicated on the Letter of Invitation by the date and time shown. It is the proposer's sole responsibility to assure that its proposal is received as stipulated. In compliance with this RFP, the proposer agrees to provide the services at the costs stipulated in the Cost Proposal if its proposal is accepted within 180 days from the date specified in the Letter of Invitation.

N. Type of Contract Award and Term

It is anticipated that Access Services will enter into a Firm Fixed Price (FFP) contract for a three (3) year base term, with the possibility to extend the contract up to two (2) additional years in one (1) year increments. A sample of the Contract to be utilized is contained in Attachment C of this RFP. Under no circumstances will the Firm Fixed Price be exceeded without express written consent of Access Services' Board of Directors.

O. Public Records Act

1. Responses to this RFP become the exclusive property of Access and may be subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in Civil Code Section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. Access shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.
2. In the event Access is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", proposer agrees, upon submission of its proposal for Access consideration, to defend and indemnify Access from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

P. ACCESS Rights

1. Access may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the Services described in this RFP. Access reserves the right to:

- a. Reject any or all of the proposals
- b. Issue subsequent Requests for Proposals
- c. Cancel the entire Request for Proposals
- d. Remedy technical errors in the Request for Proposals process
- e. Appoint evaluation committees to review proposals
- f. Seek the assistance of outside technical experts in proposal evaluation
- g. Approve or disapprove the use of particular subcontractors
- h. Establish a short list of proposers eligible for interview after review of written proposals
- i. Negotiate with any, all, or none of the proposers
- j. Solicit best and final offers from all or some of the proposers
- k. Award a contract to one or more proposers
- l. Accept other than the lowest price offer
- m. Waive informalities and irregularities in proposals
- n. Award contract(s) for all or part of the Scope of Work
- o. Remove parts or sections of the Scope of Work set forth herein Section VII following contract award

- 2. This RFP does not commit Access to enter into a contract, nor does it obligate Access to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

Q. Qualifications of Firms

- 1. Access reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by a proposer, or to require other evidence of managerial, financial or other capabilities which are considered necessary for the successful performance of the contract.
- 2. Any person, firm, corporation, joint venture, or other interested party that has been compensated by Access or a contractor engaged by Access for assistance in preparing this RFP document and/or estimates shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a Proposal in response to this RFP.

R. Protests

- 1. An interested party wishing to protest a matter involving a proposed procurement or contract award shall file with the Procurement Administrator, a written submission covering, at a minimum the following:
 - a. The name and address of the interested party and its relationship to the procurement sufficient to establish that the protest is being filed by an interested party;
 - b. Identification of the proposed procurement or contract;
 - c. Description of the nature of the protest;

- d. Identification of the provision(s) of the solicitation, regulations, or laws upon which the protest is based, i.e., identification of the technical specifications or item of content in the solicitation;
 - e. All documentation supporting the allegations in the protest;
 - f. A statement of the specific relief requested.
2. The protest should also reference any pertinent court, FTA, GAO and agency decisions, which are relied upon in support of the protest as well as any contrary authority. Any documents relevant to the protest should be attached to the written submission. Factual allegations in the written submission must be supported by affidavit included with the written submission. The Procurement Administrator may decide the protest without requesting further submission(s) from the party submitting the protest. Thus, the initial protest submission should include all matters that the party wishes the Procurement Administrator to consider in deciding the protest.
3. All protests shall be filed in writing, no later than five (5) business days after issuance of Access's recommendation for award notice, to the Procurement and Contracts Manager of Access (a.k.a. the Manager of Procurement and Contract Administration), Access Services, P.O. Box 5728, El Monte, CA 91734. No other location is acceptable. If the Procurement and Contracts Manager denies the protest, an appeal may be filed at the aforementioned address with the Executive Director of Access. The Executive Director shall make a determination on the protest appeal normally within ten (10) working days from receipt of the protest appeal. The Executive Director has the authority to make a final determination and the Executive Director's decision shall constitute Access's final administrative remedy. (See Closing the Record below.)
4. Time for Filing
 - a. Protests or appeals of Access decisions regarding solicitation specifications, addenda, dates or any other issue relative to this procurement shall be filed in writing no later than five (5) business days prior to the scheduled statement of qualifications due date. Access shall have no obligation to consider pre-award protests or appeals received later than five business days prior to the scheduled statement of qualifications due date.
 - b. For protests concerning award decisions, the initial protest submission must be received by Access not later than five (5) business days after issuance of Access's recommendation for award notice (which, when applicable, is also the date the Board Agenda is posted on the worldwide web).
 - c. The date of submission for any protest shall be the date of receipt of protests or appeals by Access.
 - d. Initial protest submissions received by Access after the time periods specified above shall be deemed by the Procurement Administrator to be untimely, and may be denied on that basis, unless the Procurement Administrator concludes that the issue(s) raised by the protest involves fraud, gross abuse of the

procurement process, or otherwise indicates substantial prejudice to the integrity of the procurement process.

5. Pre-Award/Post-Award Protests

- a. When a protest against the making of an award is received, and the award will be withheld pending disposition of the protest, the offerors whose offers might become eligible for award should be informed of the protest. If appropriate, those offerors should be requested, before expiration of the time for acceptance of their offer, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of offers, consideration should be given to proceeding with the award if one of the following conditions is met:
 - i. The supplies or services to be contracted for are urgently required;
 - ii. Delivery or performance will be unduly delayed by failure to make the award promptly;
 - iii. A prompt award will otherwise be advantageous to Access.
- b. With respect to protests received after award, the Procurement Administrator need not suspend contract performance or terminate the awarded contract unless it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to Access's interest. In this event, the Procurement Administrator should consider seeking a mutual agreement with the contractor to suspend performance on a no-cost basis.
- c. The time allowed by the Procurement Administrator for response from other offerors depends upon the nature and complexity of the protest but, except in extraordinary circumstances, shall not exceed ten (10) business days from the date the protest submission is received by such other interested parties.
- d. The Procurement Administrator shall require that a copy of any response be provided to the party initially filing the protest and may, at his or her sole discretion, request or permit additional submissions from any party. The period for receipt of final submissions from any party, except in extraordinary circumstances, shall not extend beyond twenty (20) business days from receipt by the Procurement Administrator of the initial protest submission.
- e. Prior to furnishing a submission to any other party, the Procurement Administrator shall extract from the submission, information which has been identified as proprietary, and which, in his or her judgment, constitutes confidential or proprietary materials or other materials or information that would give an outside party a competitive advantage. However, if the person furnishing the original information consents, in writing, to the distribution of the information to the other interested parties, the Procurement Administrator may do so as required.
- f. The Procurement Administrator may on his or her own initiative, or at the suggestion of any interested party, request a conference among all interested parties if it is anticipated that a conference would be beneficial to the resolution of the protest.

- g. If the contracting office is unable to resolve the protest, they may establish a Review Team to evaluate the merits of the protest. The Team shall review the basis of the protest, including all relevant information and, within reasonable time of its receipt, render a decision to concur with or deny the protest.

6. Closing the Record

- a. Upon receipt of final submissions or upon conclusion of any conference among the parties, the record will be considered closed unless the Procurement Administrator requests additional submissions.
- b. Except in extraordinary circumstances, the Procurement Administrator shall issue a written decision on the protest within forty-five (45) business days from receipt of the initial protest submission. Decisions regarding protests by the Procurement Administrator must be approved at least one level above the Procurement Administrator making the decision. Contract and Procurement Summary Sheets will indicate if an award was subject to protest and the outcome.
- c. In the event the decision is to deny the protest, the interested party may appeal the decision by filing a written appeal with the Executive Director within five (5) business days by personal delivery, including confirmed delivery by fax, restating the basis of the protest and the grounds for the appeal. The appeal shall only contain factual information previously provided in the protest or discovered subsequent to the Procurement Administrator's decision and directly related to the grounds of the original protest.
- d. The Executive Director, in the best interest of Access, may decide to continue with the award and acquisition subject to resolution of the appeal.
- e. The Executive Director shall evaluate the appeal and issue a written decision, within a reasonable time of its receipt, to concur with or deny the appeal. If the Executive Director's decision overturns staff's recommendation on: (1) contract awards not requiring Access Board approval, the Executive Director's decision is final and no basis for further protests will be allowed; or (2) a contract award requires Access Board approval, staff reports shall be revised to reflect the Executive Director's decision.

7. Action Pending the Protest Decision

- a. Where a timely protest has been filed prior to opening of bids or receipt of statements of qualifications and, unless the protest is resolved by the Procurement Administrator prior thereto, the date of receipt of bids or statements of qualifications shall be extended to accommodate the time needed for resolving the protest and instituting any necessary remedial measures.
- b. Where bids have been opened or statements of qualifications received prior to the receipt of a timely protest, award shall not be made prior to five (5) business days after the resolution of the protest, unless the Procurement

Administrator documents and determines that one of the conditions set forth in this section applies.

- c. In the event it is determined to be in Access's interest to proceed with the contract award, the Procurement Administrator shall assure that the award decision, with appropriate justification, is approved by the appropriate Access management level.
- d. Should the Procurement Administrator determine that the award should not be withheld as specified in the section above, they shall notify FTA, as applicable, of the proposed action and the reasons for this action.

8. Remedy

- a. A decision by the Procurement Administrator that a protest is meritorious, may, depending on the circumstances and as the Procurement Administrator deems appropriate, result in one or more of the remedies provided in the paragraphs below.
- b. A Change in the Terms, Conditions or the Form of the Procurement. This remedy is appropriate where the procurement, if not changed, has a high likelihood of unfairly restricting competition or is in violation of requirements established in Access's procurement regulations (or in other applicable regulations or standards issued by the Federal Government).
- c. The Rejection of Bid or Statement of Qualifications. This remedy shall be used only where the record establishes convincingly that a bid or statement of qualifications legally cannot be accepted or, where Procurement Administrator discretion is involved, that the rejection has a rational basis.
- d. The Cancellation of Solicitation and Re-Procurement. A solicitation may be canceled prior to disclosure of prices where the Procurement Administrator determines that it is in Access's interest to do so. This could occur when the solicitation does not adequately state Access's needs and extensive revisions are necessary to make the correction. A solicitation may also be canceled prior to disclosure of prices where it is necessary to assure fair and equal competition. After prices are disclosed, the solicitation may be canceled only where there is a substantial reason for cancellation (e.g., all prices are excessive, specifications are defective). Cancellation of a solicitation based upon excessive prices shall require concurrence of the Board of Directors.
- e. Award to Party Filing Protest. This remedy may be used only where all more favorable bids or statements qualifications are rejected and the party is otherwise eligible for award.

9. Protests Filed with the FTA

- a. The FTA will only review protests regarding the alleged failure of Access to have a written protest procedure or alleged failure to follow such procedures, and only when the protests are submitted by an interested party. The contracting office will assure that prospective bidders and offerors are notified about the FTA protest requirements by including appropriate language in solicitations and invitations for bids.

- b. The Procurement Administrator is responsible for compliance with all provisions of the FTA protest procedures where a protest involving an Access acquisition is filed with the FTA. The Procurement Administrator shall utilize all available resources in responding to such protests and shall obtain the concurrence of the Corporate Counsel in all submissions to the FTA.
- c. The Procurement Administrator shall withhold award, pending resolution of a protest filed with the FTA, unless they determine that award is permitted under the FTA protest procedures and the Access Board of Directors concurs in that determination. FTA shall be notified prior to award if such a determination is made.

10. Administration of Protests

- a. The Procurement and Contracts office shall control the administrative processing of protests filed with Access or with the FTA. The Procurement and Contracts office shall, at a minimum, assure the appropriate distribution of protest submissions and responses, coordinate staff evaluations of the protest, maintain strict compliance with the time limits stated in this section and maintain all documentation related to the protest.
- b. The Procurement and Contracts office shall request Corporate Counsel review and comment on any legal issues involved in the protests.
- c. The Procurement and Contracts office is the only entity authorized to discuss the administrative processing of the protest with persons outside Access. Any oral or written inquiry received within Access should be immediately referred to the Procurement and Contracts office. That office will generate and deliver the appropriate response.
- d. The Procurement and Contracts office shall obtain concurrence from Corporate Counsel prior to the release of any documents concerning the protest to any person outside Access.

11. Notices Concerning Protest Policy

The notice below is to be included as an instruction in all solicitations, except for small purchases:

- a. Access policy and procedure for the administrative resolution of protests is set forth in the Access Procurement Procedures Manual. The manual contains strict rules for filing a timely protest, for responding to a notice that a protest has been filed, and other procedural matters. A copy of the manual's section on protests can be furnished upon request.
- b. FTA will only review protests regarding the alleged failure of Access to have a written protest procedure or an alleged failure to follow such procedures, and only when submitted by an interested party. The term "interested party" is defined in the Access manual.
- c. Alleged violations on other grounds must be submitted to the Access Procurement and Contracts office. This office will decide the protest.

VI. CONTENTS OF PROPOSAL

A. General Format of Proposal

1. General Rule

The proposal shall constitute the proposer's plan for completing the Scope of Work. Accordingly, the proposer should present the technical approach demonstrating a well-structured, reasonable Work Plan. Proposers should refine and/or expand the Work. Proposers shall address any problems that they envision to be associated with the Work citing specific suggestions for avoiding these problems.

2. Searchable PDF Format

Proposals shall be prepared in text-searchable PDF, 8½" x 11" paper format and written in font size no small than 10, except for charts, diagrams, and other illustrations.

3. Page Limit

No page limit is imposed. Proposals, however, should be comprehensive and concise.

4. Hyperlinked Table of Contents and Page Numbers

- Proposals shall be organized in a manner that allows for ease of reference. Proposals shall include a **table of contents with hyperlinked sections and page numbers** for easy reference and navigation.

5. No Advertising or Resumes for Non-Key Personnel

Proposals shall not include any advertising brochures or resumes of individuals who are not proposed for key positions

B. Specific Proposal Content

The following elements shall be included in all proposals. Proposals to provide the services shall be submitted in accordance with Section VII: Scope of Work. Failure to submit such items duly executed and completed may render the proposal incomplete and unresponsive and may cause its rejection.

1. Required Access Solicitation Forms (Components of Attachment A)

- a. Proposer shall furnish a completed and executed Proposal Letter/Certification of Acceptance Letter attached hereto as Attachment A1. The Proposal Letter/Certification of Acceptance shall indicate all released addenda, identify those persons authorized to negotiate on proposer's behalf, and be executed by an authorized agent.
- b. Bidders List (Attachment A3)
Proposer shall furnish a completed Bidders List Form attached hereto as Attachment A3. The purpose of the form is to assist Access with assessing

and developing its annual Disadvantaged Business Enterprise (DBE) goal. To learn about Access' DBE program, please visit: https://accessla.org/doing_business_with_us/dbe_program.html
The form will not be used for evaluating a respondent's proposal.

- c. Financial Information (Attachment A4)
Proposer shall furnish a completed and executed Confidential Credit Reference Inquiry form attached hereto as Attachment A4. This form must be completed and executed by the proposer. No substitute forms will be accepted. This form must be completed in its entirety for each type of reference. Account numbers must be provided. A **minimum of three (3) references** must be supplied.

Proposers shall provide complete credit information including bank references at the time of submission of their proposal.

Failure to supply the required forms and information may result in the proposal being determined as non-responsive.

2. Cost Proposal and Cost Proposal Certification Form (Attachment B1)

The proposal shall include a Cost Proposal and the Cost Proposal Certification form.

- a. Cost Proposal
The Proposer's Cost Proposal shall detail how the Scope of Work will be accomplished.

- The cost proposal must encompass:
 - All design, production, and any software acquisitions necessary for development and maintenance of the Budgeting system.
 - Specifically identify the following:
 - List of one-time costs and implementation fees.
 - Itemize where possible.
 - This list should be detailed in listing and describing services and the corresponding fees.
 - List any recurring costs or fees and be as detailed as possible for each of the three (3) base years plus the two one-year option years.

- b. Cost Proposal Certification Form (Attachment B1)
Proposers shall provide the completed and executed Cost Proposal Certification form attached hereto as Attachment B1. This form must be completed and executed by the proposer. No substitute forms will be accepted. This form must be completed in its entirety.

3. Executive Summary and Vendor Qualifications

The proposal shall include an Executive Summary that consists of three parts:

- a. Executive Summary
Provide a summary of no more than one page describing how the goals of the RFP will be met.
- b. Vendor Qualifications
Provide a written narrative corresponding to each of the items below:
 - i. Provide a company profile including length of time in business, number of full-time staff, and business locations.
 - ii. Describe your company's experience in the services specified in the RFP. Examples of projects, as current as possible, should be submitted.
 - iii. Describe your firm's experience with integrating the proposed budgeting software with Oracle Fusion ERP. Provide examples of executed projects.
 - iv. Describe any unique capabilities or features that differentiate your company from other vendors.
 - v. Provide experience / staff bios for individuals that would work on this project. Teams with a wide range of skills and experience will be considered advantageous.

4. References

The proposal shall include a minimum of three references from similar governmental/non-profit client projects performed within the last three years must be provided. Information provided shall include:

- a. Client name
- b. Client Project Manager name, address, telephone number, and email address
- c. Type of service provided to client
- d. Project description
- e. Client's current financial system
- f. Project dates (starting and ending)
- g. Staff assigned to that project
- h. Detail the final outcome

Access may contact any person listed for use as a reference and may consider the results of such contacts in the evaluation process. Listed contacts should be up to date and should be the appropriate person to speak to regarding contractor performance.

5. Implementation

The proposal shall outline all project phases including a description of tasks performed and length of time to complete each task. Clearly define the responsibilities for the Agency during each phase of the project.

- a. Project team leaders-- names of individuals who would be overseeing this project, including a description of experience.
- b. Describe the discovery process including how you will collect information.
- c. Describe the data conversion process and if there are dedicated personnel assigned to this process.
- d. Identify any 3rd party software or service requirement included and/or recommended as part of the proposed solution.
- e. Identify all training included in the project cost. If there is a training cost not included in the project phases, it must be specifically identified. Also address any recommended training and associated prices.
- f. Provide project timelines with major milestones

6. Technology

The proposal shall include a narrative corresponding to each of the Technology items below:

- a. Describe redundancy and scalability to avoid unexpected outages.
- b. Describe the disaster recovery plan while maintaining high availability.
- c. Describe data conversion capabilities and requirements.
- d. Describe the benefits of a cloud-based system versus on-prem technology.
- e. The vendor must be able to provide a SOC 2 report (via a secure method) to demonstrate compliance and alignment with acceptable industry security standards if a hosting solution is proposed.

7. Support and Maintenance

The proposal shall include a narrative corresponding to each items below:

- a. Provide ongoing training opportunities.
- b. Describe availability of robust self-service documentation and technical support.
- c. Detail support availability vis-à-vis requirements stated above.
- d. Describe software updates and how they are applied to customers.
- e. Provide details on what is included in the annual support & maintenance fee.

8. Schedule

The proposal shall include a detailed schedule to accomplish the scope outlined, including items addressed in the Implementation Section of this RFP.

9. General Functional Requirements and Customer Service (Table 1)

- The proposal shall include a section where the requirements detailed in Table 1 are directly addressed.
- The proposal shall describe how the proposal meets or exceeds these requirements (or if it cannot meet a requirement) and should also provide additional information that it believes is important or differentiates the product and services offered.

10. Access Budgeting Software Questionnaire (Attachment 1)

The proposal shall include the completed Access Budgeting Software Questionnaire (Attachment 1). Responses should be very specific and include details that provides a better understanding of the proposed system's functionality. Additional information about the software's capabilities may be provided as appropriate.

11. Certification of Insurance

The Proposers' attention is directed to the insurance requirements specified in Article 14 of the Sample Contract. It is highly recommended that Proposers confer with their respective insurance carriers or brokers to determine in advance of proposal submission the availability of insurance certificates and endorsements as prescribed and provided for in Article 14 of the Sample contract. If a selected Proposer fails to comply strictly with the insurance requirements, that Proposer may be disqualified from award of the Contract.

VII. SCOPE OF WORK

This section describes the work plan that must be included in the Proposal and details of the content and format that should be utilized in preparing the work plan. The proposed work plan should describe how the Proposer intends to perform the scope of work during the three (3) year base period and shall be subject to negotiation between Access and the Awardee for the base contract period. The contract may be extended for up to two (2) additional years in (1) one-year increments upon mutual agreement. The work plan will be used to negotiate the contract scope of work and to score the RFP as described in Section IV, Evaluation Process.

A. Overview

Access Services (the "Agency") desires to improve the efficiency of the Agency's current budgeting and capital planning processes and allow for ease of use for internal and external end-users. Primary goals of this RFQ include:

- Identify and implement a proven and comprehensive browser-based budgeting software solution that allows for efficient departmental budget submissions as well as analysis and preparation of Operating and Capital Budgets.
- Simplify the budget book production process, including both printable and online interactive versions.
- Consider other functionalities of the software the Agency may or may not elect to use, such as salary and benefit calculations and/or labor negotiations costing, or Popular Annual Financial Report production.

The Agency's all-funds budget for Fiscal Year 2024-25 (next fiscal year) will be close to \$330 million, and the current budget book can be found on the Agency's website via this direct link:

[FY 2023 24 Budget Book.pdf \(accessla.org\)](#)

The Agency currently uses Oracle Fusion for its financial and procurement systems and ADP for payroll services. Currently the budget and monthly reporting are performed in Excel with manual pulls from Oracle for actual monthly data. Official reports, i.e. Budget Book, are prepared via Excel tables, graphs, PowerPoint and outside copywriters/designers. The Finance office interacts with other internal departments for budget submissions via email and telephone.

B. Organization and Purpose

Access Services was incorporated in the State of California as a nonprofit 501(c)(3) public benefit corporation on March 31, 1994. Access Services is the designated Los Angeles County Consolidated Transportation Services Agency ("CTSA") pursuant to Gov. Code §15975(a) and public entity pursuant to Gov. Code §15975(f). The Agency administers the Los Angeles County Coordinated Paratransit Plan ("Plan") on behalf of the County's 46 public fixed route operators (i.e., bus and rail). Pursuant to the Plan, Access Services facilitates the provision of complementary ADA paratransit services to certain persons with disabilities as required by 42 U.S.C. §12143 under the name

"Access Paratransit". Paratransit is an alternative mode of flexible passenger transportation that does not follow fixed routes or schedules. Typically, vans or mini-buses are used to provide paratransit service, but also shared taxis and jitneys are important providers as a form of transportation. Complementary ADA paratransit is a federally mandated civil right for persons with disabilities who cannot ride public fixed route buses and trains.

As required by applicable regulations, Access Paratransit service is available for any qualified ADA paratransit eligible individual for any purpose and to or from any location within $\frac{3}{4}$ of a mile of any fixed route bus operated by the Los Angeles County public fixed route bus operators and within $\frac{3}{4}$ of a mile around METRO Rail stations during the hours that the systems are operational. The service area is divided into regions and extends into portions of the surrounding counties of San Bernardino, Orange, and Ventura that are served by Los Angeles County fixed route bus lines.

Access Paratransit operates seven days a week, 24 hours of the day in most areas of Los Angeles County. It is a shared ride service that is curb-to-curb and utilizes a fleet of small buses, mini-vans and taxis. Fares are distance-based and currently range from \$2.75 to \$3.50 for each one-way trip. Personal Care Attendants may ride with the qualified rider free. Different fares may be charged in the Antelope Valley and Santa Clarita Valley services areas, and during late-night service.

Access Services facilitates Access Paratransit service by entering into and administering federally funded regional contracts with independent private transit providers, which in turn, provide the reservation and transportation service in conformity with the Plan, applicable law, and the contract. Access Services also leases vehicles to the regional providers at \$1 per month to help facilitate the provision of service under the contracts. In total, the Access Paratransit system provides approximately 2.8 million rides per year to more than 108,000 qualified disabled riders in a service area of over 1950 square miles. Access Services receives its funding for these services from Proposition C sales tax, Measure M, Federal 5307 grants, and fare box revenue.

In its function as the CTSA, Access Services acts as a state-mandated facilitator charged with the development and implementation of regional coordination of social service transportation to seniors, persons with disabilities, the young, and the low-income disadvantaged.

Access Services is governed by a nine-member board of directors with one appointment by each of: (i) the Los Angeles County Board of Supervisors, (ii) the Agency Selection Committee's Corridor Transportation Representatives, (iii) the Mayor of the Agency of Los Angeles, (iv) the Los Angeles County municipal fixed-route operators, (v) the Los Angeles County local fixed-route operators, (vi) the Los Angeles County Commission on Disabilities, (vii) the Coalition of Los Angeles County Independent Living Centers, (viii) the Los Angeles

C. Purpose

The Agency is seeking to obtain the services of a software provider/consultant who has demonstrated expertise in the successful implementation and deployment of government and/or non-profit budgeting and capital planning software. The consultant shall work as an independent agent within guidelines set forth by the Agency, and mutually agreed to by the parties. The Agency is providing general requirements, as defined below, but is expecting proposers to leverage their experience in providing the Agency with a thorough explanation of how their software and expertise will best serve the Agency in a cost-effective manner.

D. General Functional Requirements (Table 1)

Table 1 lists desired general functional requirements that the Agency believes are important but is not an exhaustive or exclusive list. The requirements detailed in this section and Scope of Work should be addressed directly in your technical proposal. Proposers should explain how the proposed solution will meet or exceed these requirements (or if it cannot meet a requirement) and should also provide additional information to the Agency that it believes is important to consider or differentiates their product and services.

E. Access Budgeting Software Questionnaire (Attachment 1)

In addition to the core functionality, there are system functions that are required or may be desired.

Please complete the Access Budgeting Software Questionnaire (Attachment 1) in order to provide detailed understanding of your system's functionality. Additional information about your software's capabilities may be provided as appropriate.

F. Current Budgeting Process and Gaps

Access does not currently utilize any budgeting software to navigate its budget process. The current process relies heavily on Microsoft Excel Workbooks and Word Documents. Access relies on its cloud-based ERP system, Oracle Fusion, for many Finance-related tasks outside of budgeting. Access employees spend excessive hours performing mass exports and manual data entries to incorporate budget actuals from Oracle into the budgeting Workbooks and Documents.

1. The current budgeting process lacks automation. Access staff manually enter budget data into the relevant Excel Workbooks.
2. The Operating Budget is prepared and entered by staff based on seven expenditure/revenue classifications: Salary & Benefits (Payroll), Purchased Transportation, Eligibility, Insurance, Other G&A, Capital, and Revenue/Funding.
3. Changes to the proposed operating expense and revenue budget may be requested until final approval. The proposed budget is reviewed as follows:
 - Finance Department (preliminary Proposed Budget)

- Access Executive Management Team
 - Draft Budget presented to Board of Directors for preliminary approval
 - Draft Budget presented to LA Metro (Regional Funding Agency) for review, commentary and funding guidelines
 - Final approval is made by the Board of Directors.
 - Uploaded into Oracle Fusion by Accounting department
 - Budget Book is published on the website for the general public
4. The Agency creates a comprehensive Budget Book containing information related to the operating expense budget. The information is a compilation of Microsoft Word, Excel, and PowerPoint documents that contain commentary, charts, and reports.
 5. There is no real-time budgetary integration with Oracle Fusion. With limited real-time budget-to-actual reports available, Access staff are challenged to provide precise projections for the upcoming budget period.
 6. The Excel Workbooks used for budgeting are so large that they sometimes fail while being manipulated.
 7. Interdepartmental budget collaboration is accomplished by sending Excel Workbooks between departments via email and tracking their version histories.
 8. The current Budget Book is long, difficult to consume, and static—with no drill-down capabilities.
 9. The current Budget Book is manually compiled with the help of an outside Graphics Agency.
 10. The current budget approvals workflow is manual, relying on in-person meetings to approve each line item at every step of the approvals process.

E. Vendor Requirements

1. The vendor must have a minimum of 10 years of experience in providing budgeting and/or reporting software to local government agencies.
2. The vendor must provide a dedicated Account Manager assigned to support staff as needed.
3. The vendor must provide multiple Support channels, including an online support center containing help documentation, tutorials, and how-to videos, as well as real-time chat functionality, email, and phone support availability. Support hours must be provided, at a minimum, between 6:00 AM (PT) to 7:00 PM (PT).
4. The vendor must be headquartered in the U.S., and all data centers must reside within the U.S.
5. The vendor must be able to provide at least 3 references of public/private (preferable public) sector agencies with at least \$300M in budget size.

TABLE 1

Preferred General Functional Requirements

1.	Cloud Hosted / Web-based	The ability to provide a Cloud-based solution accessible by the most current version of multiple browsers (Chrome/Firefox/Edge)
2.	User Friendly	The ability to provide a clean, easy, intuitive user interface for Agency resources and public users
3.	Administration	The ability for Agency staff to easily administer the system, including ability to lock budget editing as desired
4.	Scenarios	The ability to allow for multiple budget and "what-if" versions/scenarios
5.	Scenario Planning	The ability to create unlimited multi-year scenario plans to optimize capital utilization.
6.	Forecasting	The ability to provide forecasting capabilities for revenues and expenditures, and allow multiple inflation factors to definable account groupings
7.	Historical and Future Years	The ability to support a minimum two years of historical data (actual and budgeted), plus current year budget and a definable number of future years
8.	Dashboards	The solution must offer highly customizable dashboards, such as the ability to rearrange dashboard tiles, customize titles and descriptions, and select visualization types. The solution must offer the ability for users to drill directly into the source data of a dashboard's visualization.
9.	Public Portal	The ability to provide a public portal of published data. The portal must allow for client branding, including logos and colors
10.	Online Budget	The ability to prepare and produce an online interactive copy of the budget book for both operating and capital budget documents
11.	Budget Timing	The ability to define timelines/phases of budget development and implementation (including ability to automatically lockdown submissions/edits based on specified date(s))
12.	Workflow	The ability to set and modify workflows for review/edit cycles as well as evaluation and approvals
13.	Scoring, Ranking, and Prioritizing	The ability for defined users to score and rank operating and capital requests based on custom criteria to prioritize requests
14.	Forms	The ability to create custom forms to gather operating and capital budget request data from departments
15.	Templates	The ability to create and save report templates for reuse
16.	Summarization	The ability to roll up data to executive summary levels for presentations to our Board of Directors and the general public

17.	Request Filtering	The solution must be able to parse and visualize data by fund, department, category, or any level present in the Agency's Chart of Accounts
18.	Attachments/Notes/Assigned Tasks	The ability to add attachments or comments/notes to specific budget line items (photos, MS Office documents, PDFs, and other electronic file types), respond to comments, and assign tasks to users
19.	Communication	The ability to autogenerate emails notifying users who are tagged in comments and setting options to turn on or off this functionality
20.	Charts and Graphs	The ability to easily create graphical analysis displays of financial data (tables, graphs, and charts)
21.	Automation	The ability to automate the creation of budget summary pages, charts, tables, and more
22.	Editing	The ability to modify text formatting easily (WYSIWIG editing) as well as custom format text using HTML, CSS, or other open-source formatting tools
23.	Personnel Budgeting	Robust ability to create detailed budgets for defined authorized positions using actual employee pay, benefit and deduction data and apply a variety of assumptions for changes including allocation across multiple cost centers
24.	Key Performance Indicators (KPIs)*	Provide a description of how departments could directly submit their historical and proposed KPIs
25.	Data Import	The ability to upload and edit data through import (including Excel) rather than entering manually
26.	Data Extraction and Export	The ability for users to export all data in CSV, XLSX, and other formats
27.	Reports	The software should have built-in reporting functionality. It should include standard, pre-built reports and allow end-users to design custom reports
28.	Oracle Fusion Integration	The ability to interface with the Finance/Accounting Module of Oracle Fusion and allow for synchronization of master data between systems
29.	Microsoft Office Integration	The ability to integrate with Microsoft Office products, including Word, Excel, and PowerPoint
30.	Other Integration	The ability to support a variety of API integrations, if needed.
31.	Data Security	The ability to ensure Agency data is never shared without Agency consent and that industry standard encryption is used

32.	Audit Trail	The ability to track changes and comments with date/time stamps, and create reports reflecting those changes
33.	Search	The ability to provide a robust, user-friendly search functionality (by data field or keyword)
34.	Hyperlinks and Bookmarks**	The ability to produce a table of contents hyperlinked to the contents and autogenerate bookmarks in PDF budget books
35.	Access Security	The ability for clear role-level security to provide access only to the data determined to be needed which can easily be administered by the Agency
36.	User Authentication	The ability to support Active Directory integration for Agency staff and authenticate external users with an external authentication provider using common industry standards
37.	Environments	The ability to provide a dedicated test environment
38.	Documentation and Help	The ability to provide online documentation related to Installation/Set-up/Configuration and Training/Tutorials, with Help functionality inside the solution
39.	Collaboration	The ability for multiple users to access/edit documents simultaneously and a full audit trail of all changes
40.	Version Control	The ability to snapshot data at any point in the budget cycle and restore to a desired snapshot if desired
41.	Data Housing	The solution must be capable of housing and visualizing additional types of data, including non-financial and geospatial data.
42.	Interactivity	The solution must enable interactive budget-to-actual reporting with drill-down capabilities through a GUI.
43.	Transaction Detail	The solution must enable transaction-level reporting capabilities to track expenditures within departments and programs, with multiple methods of searching, aggregating, and sorting the data, including one-click searches by vendor name.
44.	Annotation Friendly	The solution must enable annotations on visualizations to add additional context.
45.	Filtering Capabilities	The solution must enable users to filter data by fund, department, category, or any level present in the Agency's Chart of Account.
46.	COA Display	The solution must allow the presentation to display Chart of Account elements beyond just fund, department and account type (such as program, activity, object, etc.).
47.	Integration	The solution must integrate financial and non-financial data for analysis.
48.	Graphical Formatting	The solution must be capable of viewing data in different graphical formats, including a line graph, bar graph, stacked line graph, percentage stacked line graph, trend line, pie chart, and as a table.

The proposed solution must natively understand, visualize, make interactive, and map to the Agency's COA. Solutions that require the Agency to work with a "standard" Chart of Accounts will not be considered.

Customer Service Requirements

A.	Support Structure	<p>The vendor must provide multiple Support channels, including an online support center containing help documentation, tutorials, and how-to videos, as well as real-time chat functionality, email, and phone support availability. Provide live support, at a minimum, between 6:00 AM PDT to 7:00 PM PDT.</p> <p>Provide online resources accessible 24 x 7.</p> <p>Provide response to high-priority issues within one (1) calendar hour.</p>
B.	Training Classes	<p>The offeror must provide a "University" or online class to help with training.</p>
C.	Train-the-Trainer	<p>Offeror must provide a "train-the-trainer" model for ensuring end users have the knowledge and material they need to use the software.</p>

[END OF SCOPE OF WORK]

ATTACHMENT 1: ACCESS BUDGET SOFTWARE QUESTIONNAIRE

Attachment 1, Access Budget Software Questionnaire can be found at the following link:

<https://www.dropbox.com/scl/fo/nb3691mzd35swhiz1sgk8/AJuaTwwK4dF3U IPd89KfNM?rlkey=qj42cemooqwwrxpqs6eiyo6ub&st=evltrq9t&dl=0>

ATTACHMENT A: REQUIRED FORMS

[SEE NEXT PAGES]

ATTACHMENT A1:

PROPOSAL LETTER/CERTIFICATE OF ACCEPTANCE

Proposal Letter/Certificate of Acceptance

Proposer

Access Services

3449 Santa Anita Avenue, 2nd Floor,

El Monte, California 91731

(via Email)

In response to the Request for Proposal (RFP) No. AS-4175 Budget and Capital Planning Software, we the undersigned hereby declare that we have carefully read and examined the RFP documents including any plans and specifications, and hereby propose to perform and complete the work as required in the Contract.

The undersigned agrees to supply the services at the costs indicated in its cost proposal if its Proposal is accepted within 180 days from the date specified in the RFP for receipt of proposals.

If awarded a Contract, the undersigned agrees to execute a Contract (substantially similar to the draft sample contract included in the RFP documents) which will be prepared by Access for execution, within 10 calendar days following Notification of Award, and will deliver to Access prior to the commencement of services the necessary original Certificates of Insurance. If services are authorized to commence prior to the execution of the Contract pursuant to a Notice to Proceed issued by Access, pending the execution of the Contract, the services shall be subject to the terms and conditions of the Scope of Work/Services and the Sample contract as set forth in this RFP Documents.

Incorporated herein and made a part of this Proposal are the documents, cost information, and responses required by the Proposal Requirements.

The undersigned acknowledges receipt, understanding and full consideration of the following Addenda to the RFP Documents:

Addenda No. _____

Proposer represents that the following person is authorized to negotiate on its behalf with Access in connection of this RFP:

(Name) (Title) (Phone) (Email)

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements/Request for Proposals documents; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that Access will not be responsible for any errors or omissions in these RFP Documents.

BY:

Signature

Date

Type or Print Name

Title

Company Name

Proposer's Business Address

Telephone Number/Fax Number

Email Address

ATTACHMENT A2: OTHER DIVERSE BUSINESS PARTICIPATION PROVISIONS

(Federal and Non-Federal Funded Projects)

Instructions to Offerors

Access seeks to continue efforts in fostering participation with small businesses and other diverse businesses. To assist Access in identifying and tracking these efforts, contractor shall report bidder, contract award and payment information of small and diverse businesses. Diverse businesses include but are not limited to, Disadvantaged Business Enterprises (DBEs), Small Businesses (SBs), Small Business Enterprises (SBEs), Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs) and Disabled Veteran Business Enterprises (DVBEs), among others.

Diverse Business Submission and Ongoing Reporting Requirements (Post- Award)

Access undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method:

- a. Monthly reporting of prime contractor and subcontractor payments, review by Access of compliance with prompt payment requirements, and follow up with prime contractors and subcontractors for explanations when prompt payment requirements are not met.
- b. Use of an automated system that requires real time entry of payments to, and receipts by prime contractors and diverse business subcontractors and regularly monitoring that system.

As described under the section above, when Access utilizes an automated system to monitor payments, it will also use this system as a mechanism to ensure prompt payment. The following clause will be included in Access contracts when an automated system is used to monitor and ensure prompt payment to subcontractors:

Contractor shall report diverse business subcontractor payment details to Access using the web-based system by the 15th of each month. The web-based system allows contractors to manage their own subcontract information, maintain accurate contract information, and report subcontractor award and payment details online. E-copies of the Vendor User Guide are available to all vendors upon request. The web-based award and payment system is mandatory for Contractor to use unless Access provides written instructs otherwise. A Contractor account will be created after award, which will allow the Contractor to enter award and payment data into the web-based system. After award, Contractor will receive instructions on how to set up their account and enter required subcontractor data. Contractor is responsible for notifying subcontractors of the requirement to confirm subcontractor payments via the web-based system and shall include this requirement in any subcontracts under this contract. Contractor shall ensure subcontractors confirm payments on a timely basis.

Bidders List (Attachment A3, Bidders List Form)

Offeror will complete Attachment A3, Bidders List Form per the instructions set forth above in Instructions to Offerors.

Diverse Business Proposal Submission Requirements

"Bidders List" (Attachment A3, Bidders List)

Access seeks to maintain a "Bidders List" containing information about all firms (DBE and non-DBE) that bid, propose or quote on Access' contracts to assist in identifying and tracking outreach efforts with DBEs and Small Businesses, among other diverse businesses. Therefore, the Offeror will provide the requested information for every firm who submitted a bid, proposal or quote, including the primary Offeror, whether successful or unsuccessful in their attempt to obtain a contract:

1. Firm name;
2. Firm address;
3. Firm's status as a DBE or non-DBE;
4. Age of the firm;
5. Type of services provided by the firm; and
6. Range of annual gross receipts for the last year.

The "Bidders List" information must be submitted on this form (Attachment 3.2, Bidders List) and should be included with the proposal submittal; however, in the event that the referenced Attachment is not included, the Attachment will be submitted to Access no later than 48 hours following proposal submission due date and timeline for the Offeror to be deemed responsive. The "Bidders List" content will not be considered in evaluating the proposal or determining award of any contract.

ATTACHMENT A3: BIDDERS LIST

BIDDERS LIST [NON-FEDERAL FUNDED PROJECTS]

Bidder/Offeror:

RFP#: AS-4175

Access seeks to maintain a "Bidders List" containing information about all firms (Disadvantaged Business Enterprise (DBE) and Non-DBE) that bid, propose or quote on Access' contracts. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on Access contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Bidder/Offeror is to complete all requested information on this "*Bidders List*" form for every firm who submitted a bid, proposal or quote, including the primary Bidder/Offeror, and submit this information at the time of bid submission. However, if not elected to do so at the time of bid submission, Bidders/Offerors must submit such information at the request of Access within the prescribed timeline set forth in the solicitation. Access will utilize this information to assist in identifying and tracking efforts with DBEs and Small Businesses, among other diverse businesses. *The "Bidders List" content will not be considered in evaluating the bid/proposal or determining award of any contract.*

If necessary, this "Bidders List" form can be duplicated to include all firms (DBE and non-DBE) that have submitted a bid, proposal or quote on this project, whether successful or unsuccessful in their attempt to obtain a contract. Failure of the Bidder/Offeror to submit the required "Bidders List" form will deem the Bidder/Offeror non-responsive.

Prime Bidder's/Offeror's Information:	
Name of Prime's Firm:	Phone: ()
Firm Address:	Email:
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
<p>Is the firm currently certified as one of the following:</p> <p><input type="checkbox"/> Disadvantaged Business Enterprise (DBE)*</p> <p><input type="checkbox"/> Small Business (SB)/Small Business Enterprise (SBE)</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE)</p> <p><input type="checkbox"/> Women Business Enterprise (WBE)</p> <p><input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE)</p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Not Certified</p> <p>*Under CFR 49 Part 26</p>	<p>Check the box below for your firm's annual gross receipts last year:</p> <p><input type="checkbox"/> Less than \$1 million</p> <p><input type="checkbox"/> Less than \$5 million</p> <p><input type="checkbox"/> Less than \$10 million</p> <p><input type="checkbox"/> Less than \$15 million</p> <p><input type="checkbox"/> More than \$15 million</p>

Provide the following information for every firm (DBE and non-DBE) that submitted a bid, proposal or quote on this project, whether successful or unsuccessful in their attempt to obtain a contract:

Firm Name:	Phone: ()
Firm Address:	Email:
Number of years in business:	Type of work/services/materials provided:
Contact Person:	Title:
<p>Is the firm currently certified as one of the following:</p> <p><input type="checkbox"/> Disadvantaged Business Enterprise (DBE)*</p> <p><input type="checkbox"/> Small Business (SB)/Small Business Enterprise (SBE)</p> <p><input type="checkbox"/> Minority Business Enterprise (MBE)</p> <p><input type="checkbox"/> Women Business Enterprise (WBE)</p> <p><input type="checkbox"/> Disabled Veteran Business Enterprise (DVBE)</p> <p><input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Not Certified</p> <p>*Under CFR 49 Part 26</p>	<p>Check the box below for the firm's annual gross receipts last year:</p> <p><input type="checkbox"/> Less than \$1 million</p> <p><input type="checkbox"/> Less than \$5 million</p> <p><input type="checkbox"/> Less than \$10 million</p> <p><input type="checkbox"/> Less than \$15 million</p> <p><input type="checkbox"/> More than \$15 million</p>

ATTACHMENT A4: CONFIDENTIAL CREDIT REFERENCE INQUIRY

Date

General Reference:

Company Name

()
Phone Number

Street Address

City

State

Zip

of Years at This Location

Name of Parent Company if Subsidiary

(Circle One) Corporation Partnership Sole Proprietor

Date Established/Incorp. State

Type of Business

Annual Sales Volume (\$\$\$)

Federal Identification Number

Resale Tax License Number

State

Name of Officer

Title

Name of Officer

Title

Name of Officer

Title

Bank Reference:

Name of Bank

()
Phone Number

Street Address

City

State

Zip

CONFIDENTIAL CREDIT REFERENCE INQUIRY (continued)

Bank Account Number

Credit Line (Circle One) Yes No

Bank Officer/Contact

Credit Line Account Number

Previous Bank If Current Bank is less than Five Years:

Name of Bank

Phone Number

Street Address

City

State

Zip

Bank Account Number

Credit Line (Circle One) Yes No

Bank Officer/Contact

Credit Line Account Number

Credit Reference:

Company Name

(____)_____
Phone Number

Street Address

City

State

Zip

Contact Name

Company Name

(____)_____
Phone Number

Street Address

City

State

Zip

Contact Name

CONFIDENTIAL CREDIT REFERENCE INQUIRY (continued)

_____		(____)_____
Company Name		Phone Number
_____		_____
Street Address		City
_____	_____	_____
State	Zip	Contact Name
_____		_____
Signature of Officer		Date

Title		

ATTACHMENT B1: COST PROPOSAL CERTIFICATION FORM

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the RFP Documents and is satisfied that they are accurate; that it has carefully checked all the words and figures and all statements made in the Proposal Requirements; that it has satisfied itself with respect to other matters pertaining to the proposal which in any way affect the Work or the cost thereof. The undersigned hereby agrees that Access will not be responsible for any errors or omissions in these RFP Documents. The undersigned certifies the cost proposal (RFP No. AS-4175, Budget and Capital Planning Software) attached to their proposal.

BY:

Signature

Date

Type or Print Name

Title

Company Name

Proposer's Business Address

Telephone Number/Fax Number

Email Address

ATTACHMENT C: SAMPLE CONTRACT

CONTRACT AGREEMENT

between

(hereinafter "Contractor")

Contract No. AS-4175

and

Contract Amount: Not To Exceed
\$XXX

Access Services
3449 Santa Anita Avenue, 2nd Floor
El Monte, California 91731
(hereinafter "Access Services")

Term: October 1, 2024 through
September 30, 2027
[with 2 separate, one-year options]

for

BUDGET AND CAPITAL PLANNING SOFTWARE

ACCESS SERVICES

TABLE OF CONTENTS

1.0	SCOPE OF WORK.....	49
2.0	PERIOD OF PERFORMANCE.....	49
3.0	PERMITS.....	50
4.0	CHANGES IN SCOPE OF WORK.....	50
5.0	UNAUTHORIZED WORK.....	51
6.0	NO WAIVER.....	51
7.0	INSPECTION OF SERVICES, ACCEPTANCE.....	51
8.0	PAYMENT OF CONTRACTOR.....	51
9.0	PAYMENT OF SUBCONTRACTORS.....	52
10.0	PAYMENT OF TAXES.....	53
11.0	AUDITS.....	53
12.0	DISPUTES.....	53
13.0	TERMINATION.....	54
14.0	INSURANCE.....	55
15.0	INDEMNIFICATION.....	56
16.0	NOTIFICATION.....	57
17.0	TECHNICAL REPRESENTATIVE.....	57
18.0	RIGHTS IN TECHNICAL DATA.....	57
19.0	STANDARD OF PERFORMANCE.....	58
20.0	WARRANTIES.....	59
21.0	EEO/AFFIRMATIVE ACTION.....	59
22.0	CONTRACTOR STATUS/SUBCONTRACTORS.....	59
23.0	PROHIBITED INTERESTS.....	60
24.0	CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC.....	60
25.0	CONFIDENTIALITY.....	60
26.0	PUBLIC RECORDS ACT.....	61
27.0	COMPLIANCE WITH LAW.....	61
28.0	GOVERNING LAW.....	61
29.0	SEVERABILITY.....	61
30.0	THIRD PARTY CONTRACT AMENDMENTS.....	62
31.0	GENERAL AMENDMENTS.....	62

32.0	REPRESENTATION BY CONTRACTOR	62
33.0	ASSIGNMENT.....	62
34.0	SUCCESSORS AND ASSIGNS	62
35.0	CERTIFICATION.....	62
36.0	ORDER OF PRECEDENCE.....	63
37.0	ENTIRE CONTRACT	63

This Contract Agreement ("Contract"), dated this ___ day of _____, 20__, is by and between Access Services, with offices in El Monte, California or its successor entity (hereinafter referred to as "Access"), and _____, a corporation organized and existing under the laws of the State of _____, and having a principal place of business at _____ (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Access Services is an entity formed by the regional transportation planning authority for Los Angeles County as a non-profit public benefit corporation, designated as the consolidated transportation services agency for the county under Government Code §15975, and charged with administering a countywide coordinated paratransit plan adopted pursuant to Section 37.141 of Chapter 49 of the Code of Federal Regulations and, pursuant to Government Code 15975(f), a public agency within the meaning of Government Code §811.2, it is entitled, among other things, to the immunities set forth in Government Code §§ 815.6, 818 and 818.6.

WHEREAS, Access requires the services of a contractor to provide professional services as described in the Scope of Work (as hereinafter defined);

WHEREAS, Access has determined that Contractor is best qualified to perform the required services; and

WHEREAS, Contractor is able and willing to perform the required services under the terms and conditions of this Contract;

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree as follows:

1.0 SCOPE OF WORK

Contractor shall perform contract services and related tasks as more particularly described in the "Scope of Work", which is comprised of RFP No. AS-4175, issued on _____, [Addendum No. _____, issued on _____,] Contractor's proposal regarding RFP No. AS-4175 [and Addendum No. _____], submitted by Contractor on _____, [and Contractor's Best and Final Offer, submitted on _____], respectively (hereinafter described as the "Services"), copies of which are incorporated herein by this reference and made an integral part hereof.

2.0 PERIOD OF PERFORMANCE

A. The period of performance under the Contract shall be for a three (3) year base period commencing on October 1, 2024 and concluding on September 30, 2027; provided, however, that Access Services shall have the option, exercisable in its sole and absolute discretion, to extend the term of the Contract for an additional two (2) years in one (1) year extension increments on the terms negotiated with Contractor. The option shall be exercised by delivering to Contractor a writing signed by Access Services stating that Access Services is exercising its option to extend the term of

- the Contract by one (1) year. The writing shall be delivered to Contractor by facsimile or regular mail no later than ninety (90) days prior to the expiration of the then term of the Contract. The exercise of an option to extend the term of the Contract for a one (1) year period shall not obligate, or be deemed to obligate, Access Services to exercise a subsequent option to extend the term of the Contract.
- B. Contractor shall not be considered in default in the performance of its obligations with respect to schedule for completion of tasks affected to the extent that the performance of any such obligation is prevented or delayed by an excusable delay. Should Contractor's Services be delayed by an excusable cause, Contractor's schedule for completion of tasks affected by such delay may be extended. Excusable delays may include, but are not limited to, Acts of God or acts or failures to act of government agencies including Access Services in either their sovereign or contractual capacities; fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, civil disturbances; provided, however, that in every case the failure to perform must be reasonably beyond the control, and without the fault or negligence of, Contractor. No action or failure to act that is expressly contemplated by this Contract shall be deemed an excuse for Contractor's non-performance.
 - C. Within thirty (30) days after the last day of delay, Contractor shall furnish Access Services with detailed information concerning the circumstances of the delay, the number of days actually delayed, the appropriate Contract references, and the measures taken to prevent or minimize the delay. Failure to timely submit such information shall be sufficient cause for denying the delay claim.

3.0 PERMITS

Contractor shall be fully responsible for identifying and obtaining, at its own expense, all licenses and permits required for the timely performance of the Services and hereby represents that it has all such licenses and permits and has made all necessary governmental filings as necessary to perform the Services.

4.0 CHANGES IN SCOPE OF WORK

- A. Access may, from time to time, make changes in the Services required under this Contract through a written amendment. A written amendment shall not modify the overall purpose of this Contract.
- B. At any time during the term of this Contract, Access may order additional services by a written amendment to be performed by Contractor. "Additional services" are defined as services that were not contained in this Contract; are determined by Access to be necessary; and bear a reasonable relation to the services originally described in this Contract.
- C. If any change under this Section causes an increase or decrease in Contractor's cost of, or the time required for the performance of any part of the Services, an equitable adjustment in the compensation and schedule shall be incorporated into this Contract by written amendment executed by both parties. Contractor shall not be entitled to make any changes in the Services or perform any additional services unless authorized in advance by written amendment executed by both parties. Upon receipt of an amendment executed by Access Services, Contractor shall continue performance of the Services as modified by the amendment.

D. Except as otherwise expressly provided in this Contract, when costs are a factor in any determination of a contract price adjustment, such costs shall be in accordance with the applicable cost principles of Subpart 31.2 of the Federal Acquisition Regulations ("FAR") in effect on the date of this Contract.

5.0 UNAUTHORIZED WORK

Any services not required by the terms of this Contract that are performed without prior written authority from Access Services, will be considered as unauthorized and at the sole expense of Contractor. Services so performed will not be compensated, and no extension in the period of performance shall be granted on account thereof.

6.0 NO WAIVER

None of the provisions of this Contract shall be considered waived by Access unless such waiver is in writing, designated therein as constituting a waiver and signed by the authorized representative of Access Services. No such waiver shall be construed as a modification of any of the provisions of this Contract or as a waiver of any past or future default or breach hereof, except as otherwise expressly stated in such waiver.

7.0 INSPECTION OF SERVICES, ACCEPTANCE

- A. Access reserves the right, in its sole and absolute discretion, to inspect and review all and every part of the Services at any time during the performance and after completion thereof.
- B. If the Services or any part thereof have not been performed in accordance with this Contract, Contractor will be notified in writing that such Services are rejected. Thereupon, Contractor shall take the necessary corrective action. Access shall not be obligated to make any inspections, however, and neither the inspection or review of the Services, nor the lack thereof, shall relieve Contractor of its responsibility for performing and providing the Services in accordance with the terms of this Contract.
- C. Access shall not be deemed to have accepted Contractor's performance of the Services unless Access or its designated representative has given written notice of final acceptance of the Services to Contractor. No payment in whole or in part shall be construed to be an acceptance of the Services.

8.0 PAYMENT OF CONTRACTOR

- A. Access shall pay Contractor the Firm Fixed Prices and Rates identified below for the performance of the Services provided herein. Access shall pay all properly documented and executed invoices submitted by Contractor Net 30 days upon receipt. In no event shall Contractor exceed the authorized "not-to-exceed" amount of the Contract without the express written consent of Access Services.

Pricing and Rate:
\$XXXX
Not to Exceed: \$XXXX

B. Contractor shall submit all invoices to:

Access Services
P.O. Box 5728
El Monte, California 91734
Attn: Finance and Administration

- C. Any provision in this Contract to the contrary notwithstanding, Access may deduct, offset and/or reserve against any amounts due to Contractor hereunder, whether due during the term of the Contract or upon termination of the Contract, whether such termination is on or earlier than the scheduled termination date, all amounts due from Contractor to Access under this Contract, including, without limitation, all amounts due as a result of penalties, fines, deductions or other charges or fees. Where the exact amount of the deduction, offset or reserve cannot be determined at the time it is made, Access may make a good faith estimate of the amount and deduct, offset or reserve the amount so estimated, subject to later adjustment when the exact amount is determined.

9.0 PAYMENT OF SUBCONTRACTORS

- A. Access has, by a contract clause pursuant to 49 CFR 26.29; "Prompt Payment Mechanisms for Recipients", adopted a prompt payment provision on all DOT-assisted contracts, to facilitate timely payment to all subcontractors. This provision, governing the payment to subcontractors (DBEs and non-DBEs), requires Contractor to issue payment to all subcontractors for satisfactory work performed, no later than ten (10) days from Contractor's receipt of payment from Access Services. A provision shall also apply to the disbursement of retention proceeds withheld by Contractor, requiring the prompt return of retention payments from Contractor to the subcontractor within a specific period, not-to-exceed the period set forth to Contractor by Access Services, after the subcontractor's work is satisfactorily completed. Contractor shall incorporate these prompt payment provisions in all subcontract agreements issued by Contractor with respect to this Contract.
- B. Failure to comply with this provision or delay in payment without prior written approval from Access shall constitute noncompliance, which will result in appropriate administrative sanctions, including, but not limited to, a penalty of one percent (1%) of the amount due per month for every month that payment is not made.
- C. With each invoice, Contractor shall deliver to Access a certificate executed by Contractor stating that all Subcontractors who have performed any services prior to the date of the certificate have been paid all amounts due them pursuant to the terms of their Subcontract Agreement. Contractor shall maintain proof of payments to each Subcontractor at its offices, consisting of canceled checks, evidence of electronic transfers, or other documentation, which shall be subject to examination and review by Access at any time during the term of this Contract and for one (1) year thereafter. The failure of Contractor to provide the foregoing certificates, or the improper certification of any payments made to Subcontractors, may result in Access withholding the amount in dispute until said dispute is resolved, or in exercising any other rights Access may have under this Contract.

- D. Contractor shall not enter into any subcontract to perform any of the obligations of Contractor under this Contract without the prior express written agreement of Access Services, which consent may be refused or withheld in the sole and absolute discretion of Access Services.
- E. Contractor shall not be relieved or excused from the performance of each and every of its obligations under the Contract by virtue of any act or omission of any authorized subcontractor.

10.0 PAYMENT OF TAXES

Contractor shall pay all taxes and duties applicable to and assessable against any work, equipment, materials, services, processes, and operations incidental to or involved in this Contract, including but not limited to retail sales and use, transportation, export, import, business, and special taxes. Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The prices established in this Contract shall include compensation for any taxes Contractor is required to pay by laws and regulations in effect on the date the Proposal was submitted or enacted thereafter. Contractor will maintain auditable records subject to Access Services' reviews, confirming that tax payments are current at all times.

11.0 AUDITS

Contractor shall keep and maintain full and complete records and books of account of its costs and expenses relating to the performance of the Services, in accordance with the FAR Sections 31 *et seq.* and generally accepted accounting practices. Such records and accounts shall permit Contractor to furnish Access Services, upon written notice, an accurate written allocation of the costs to the various elements of the Services, as may be required by Access Services. All revenues received and expenses incurred in the performance of this Contract shall be recorded in an account separate from those used for other business activities of Contractor or related business entities and any expenses common to activities both under and outside the Contract shall be accurately allocated upon a basis compliant with FAR Sections 31, *et seq.* and generally accepted accounting principles consistently applied. Such records and books of account shall be kept separate from the books and records of Contractor or its related entities relating to other than this Contract. Upon reasonable advance written notice, Access or its representatives shall have the right to examine, any books, records, accounts, and other documents of Contractor directly pertaining to costs when such costs are the basis of a claim or of reimbursement to Contractor hereunder. Access will make commercially reasonable efforts to assure that any such representative is not a competitor of Contractor to which the disclosure of such cost information would have a material detrimental effect on Contractor's business. Contractor shall keep and maintain all such books, records, accounts, and other documents for a period of at least three (3) years from and after completion of the Services.

12.0 DISPUTES

In the event of a disagreement or dispute arising between the parties under this Contract, Access shall, upon its own initiative or promptly upon the written request of Contractor, make a determination thereof and such determination shall be complied

with. Pending final resolution of any dispute hereunder, Contractor shall continue diligently to perform the services under this Contract and in accordance with Access Services' decision or position concerning the disputed matter.

13.0 TERMINATION

- A. Access may, by written notice to Contractor, terminate this Contract in whole or in part at any time, either for Access Services' convenience or because of the failure of Contractor to fulfill its Contract obligations. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise: (a) immediately discontinue all Services affected, and (b) deliver to Access all data, documents and information which are the property of Access Services, summaries and such other information and material as may have been prepared or developed by Contractor or its subcontractors in performing this Contract, whether completed or in process. Termination of this Contract shall be as of the date set forth in the notice. If Contractor fails to comply with its contractual obligations in a technical or other manner that does not involve or materially interfere with Contractor's delivery of the Services under it in accordance with the performance standards imposed by this Contract, that presents no imminent and significant safety or other risk to the riders, and that does not render or have the potential to render Access unable to comply with the provisions of the Americans with Disabilities Act, Access shall notify Contractor in writing of said failure and provide thirty (30) days for Contractor to rectify the failure if the failure can be rectified. If Contractor does not rectify the failure by the conclusion of the thirty (30) day period, Access reserves the right to terminate the Contract for Contractor's failure to fulfill its Contract obligations.]
- B. If the termination is for the convenience of Access Services, Contractor shall submit a final invoice within sixty (60) days of termination and, upon approval by Access Services, Access shall pay Contractor that dollar amount necessary, if any, such that Access will have remitted to Contractor during the term hereof a percentage of the total Contract price equal to the percentage of the Services completed prior to the effective date of termination, less authorized deductions, offsets and reserves, and other costs reasonably incurred by Contractor to implement the termination.
- C. If the termination is due to the failure of Contractor to fulfill its contractual obligations, Access may take over the Services, in whole or in part, and complete the services by contract or otherwise. In such case, Contractor shall be liable to Access for any reasonable expenses or damages resulting to Access thereby. The expense of completing the Services, or any other costs or damages otherwise resulting from failure of Contractor to fulfill its obligations, will be charged to Contractor and will be deducted, offset or reserved by Access out of such payments as may be due or may at any time thereafter become due from Access to Contractor. If such costs and expenses are in excess of the sum that otherwise would have been payable to Contractor, then Contractor shall promptly pay the amount of such excess to Access upon notice of the excess so due.
- D. If, after termination for failure to fulfill Contract obligations, it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of Access Services. In such event, adjustment shall be made as provided in paragraph B of this Article and such adjustment shall be Contractor's sole and exclusive remedy.

- E. Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination of this Contract, whether made under this Article or otherwise. Payment to Contractor in accordance with this Article shall constitute Contractor's exclusive remedy for any termination made under this Article or otherwise. The rights and remedies of Access provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.
- F. If the termination is partial, either Access or Contractor may provide the other with a written proposal for an equitable adjustment of the price(s) of the continuing portion of the Contract. Any such proposal for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by mutual agreement of the parties.
- G. All cost adjustments and claims affecting termination shall be calculated in accordance with the applicable cost principles of Subpart 31.2 of the FAR in effect on the date of this Contract or as amended, revised or modified thereafter.

14.0 INSURANCE

Prior to commencement of the Services, Contractor shall deposit with Access Services' purchasing representative certificates evidencing adequate insurance protection. Access shall be named as an additional insured on the General Liability and Automobile Liability policies. The policies for Workers Compensation and Employers Liability shall include a Waiver of Subrogation. Contractor shall include with its submission of insurance certificates documentation evidencing full endorsement. The certificates shall provide for thirty (30) days' prior written notice to Access of any change in or cancellation of insurance coverage. All insurance is to be placed with an insurer approved to write insurance in California with a rating of A- or better and with a financial size category of VIII or better as determined by A.M. Best Company. All certificates and/or endorsements must conform to the contractual obligations as stated in the Contract or as agreed to in writing by Access Services. Receipt by Access of any certificates of insurance and/or endorsement does not constitute acceptance if it does not meet the contractual obligations defined in the Contract or agreed to in writing by Access Services. In addition, certified copies of all insurance policies shall be provided to Access within ten (10) days of Access Services' written request for those copies. The required insurance, or approved alternative, shall be as follows.

Workers Compensation (Including Waiver of Subrogation) (Not required if firm is a sole proprietor)	Statutory
Employers Liability* (Including Waiver of Subrogation)	\$1,000,000
Employment Practices Liability (Required for firms with 10 or more employees.)	\$1,000,000
General Liability (Access must be named as additional insured):	\$1,000,000 per occurrence \$2,000,000 aggregate

Automobile Liability, Covering All Owned, Non-Owned and Hired Automobiles*

(Access must be named as additional insured):

- a) \$1,000,000 Combined Single Limit Each Accident
- b) \$1,000,000 Uninsured Motorist
- c) \$5,000 Medical Payments per person per occurrence

Professional Liability/Errors & Omissions** \$1,000,000

*Not required if Contractor does not utilize a vehicle(s) at all to perform work on behalf of Access.

**Required on a case-by-case basis.

15.0 INDEMNIFICATION

- A. Contractor shall indemnify, defend (with counsel mutually agreed upon by Contractor and Access Services) and hold harmless Access Services, its subsidiaries and its directors, officers, agents and employees from and against any and all liability and expenses including reasonable defense costs and legal fees and claims for damages arising out of or in any way related to the performance or lack of performance of the Services described herein or caused by any negligent or intentional act or omission of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable including, without limitation, any loss, cost, expense (including reasonable attorneys' fees) or liability on account of (1) bodily injury, death, injury of any person or economic interest, (2) for damage to or loss of use of property (including property of Access Services), and (3) damages, fines, penalties or exactments caused primarily by Access Services' reliance upon or use of incorrect data or other information provided or delivered by Contractor pursuant to this Contract (collectively "Indemnified Acts"). This indemnification shall survive termination of this Contract or final payment hereunder.
- B. This indemnification is in addition to any other rights or remedies which Access may have under the law or under this Contract. Upon the occurrence of any Indemnified Act, Contractor shall promptly notify Access of the extent and nature thereof. In the event a claim for an Indemnified Act is reasonably determined by Access to substantially exceed the amount of any applicable insurance carried by Contractor, Access may, in its sole and absolute discretion: (1) determine legal counsel to handle the claim, (2) appoint legal counsel at Contractor's expense to act as co-counsel in the matter, and/or (3) reserve, retain, or apply any moneys due to Contractor under this Contract for the purpose of resolving such claims; provided, however, that Access may release such funds if Contractor provides Access with reasonable assurance of protection of Access Services' interest. Access shall, in its sole and absolute discretion, determine whether such assurance is reasonable.

16.0 NOTIFICATION

All notices hereunder and communications regarding termination, interpretation of the terms of this Contract, or changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To Access Services:

Access Services
P.O. Box 5728
El Monte, CA 91734

Attn: Office of Procurement and Contracts
Contract No. AS-4175

To Contractor:

17.0 TECHNICAL REPRESENTATIVE

_____ shall be Access Services' technical representative for all technical aspects related to the performance of this Contract. Contractor shall make such oral or written reports to Access Services' technical representative with an information copy to Access Services' Procurements and Contracts Department as may be requested by Access or as specifically required by this Contract.

18.0 RIGHTS IN TECHNICAL DATA

- A. All documents and materials prepared or developed by Contractor and its subcontractor pursuant to this Contract shall become the property of Access without restriction or limitation on their use and shall be made available upon request, to Access at any time. Original copies of such shall be delivered to Access upon completion or termination of the Services. Contractor shall be permitted to retain copies of such items for the furtherance of its technical proficiency; however, publication or dissemination of this material is subject to the prior written approval of Access Services.
- B. No material or technical data prepared by Contractor under this Contract is to be released by Contractor to any other person or agency except as necessary for the performance of the Services. All press releases or information to be published in print or electronic media shall be distributed only after first being authorized by Access Services.
- C. Access shall have the right to use, duplicate, modify or disclose the technical data and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so.

- D. Contractor grants Access and its subsidiaries, officers, agents, representatives and employees, acting within the scope of their official duties, a royalty-free, perpetual license to publish, translate, reproduce, deliver and use as they deem fit all technical data covered by copyright supplied for this Contract. No copyrighted matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for Access to use such in the manner herein described.
- E. Contractor warrants that the processes, design, equipment, materials or devices used in providing the Services shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against Access Services, Contractor shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by Access Services, and indemnify and hold harmless Access Services, its subsidiaries, officers, agents, representatives and employees from all liability, costs and expenses associated therewith, including, without limitation, defense costs and attorneys' fees.

19.0 STANDARD OF PERFORMANCE

- A. Contractor shall perform and require its subcontractors to perform the Services in accordance with the requirements of this Contract and in accordance with professional standards of skill, care, and diligence adhered to by firms recognized for their expertise, experience and knowledge in performing services of a similar nature. Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, it being understood that Access will be relying upon such professional quality, accuracy, completeness, and coordination in utilizing the Services. The foregoing obligations and standards shall constitute the "Standard of Performance" for purposes of this Contract.
- B. All workers shall have sufficient skill and experience to perform the work assigned to them. Access shall have the right, in its sole and absolute discretion to require the removal of Contractor's personnel at any level assigned to the performance of the Services at no additional cost to Access if Access considers such removal necessary in its best interests and requests such removal in writing. Further, an employee who is so removed shall not be re-employed on this Contract.
- C. Contractor shall carefully study this Contract; shall verify all figures in the contract documents before performing the Services; shall promptly notify Access of all errors, inconsistencies, and/or omissions that it discovers; and, in instances where such non-conformities are discovered, shall obtain specific instructions in writing from Access before Contractor proceeds with the Services. Any Services affected which are performed prior to Access Services' decision shall be at Contractor's risk. Contractor shall not take advantage of any apparent non-conformity that may be found in this Contract. Access shall be entitled to make such corrections therein and interpretations thereof as it may deem necessary for the fulfillment of the intent of this Contract. Omissions or erroneous descriptions of any Services that are manifestly necessary to carry out the intent of this Contract, or that are customarily performed, shall not relieve Contractor from performing such Services at no additional expense and/or delay, and such Services shall be performed as if fully and correctly set forth in this Contract.

20.0 WARRANTIES

Contractor warrants that all Services shall be performed in accordance with this Contract and shall comply with the Standard of Performance. In the event of breach of this warranty, Contractor shall take all necessary actions to correct the breach and the consequences thereof, at Contractor's sole expense, in the most expeditious manner permitted by existing circumstances. If Contractor does not promptly take steps to correct the breach upon notification thereof by Access Services, Access Services, without waiving any other rights or remedies it may have under this Contract, at law or otherwise, may do so or cause others to do so, and Contractor shall promptly reimburse Access for all expenses and costs incurred in connection therewith.

21.0 EEO/AFFIRMATIVE ACTION

In connection with the execution of this Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, age (being 40 years of age or older), religion, color, sex, national origin, ancestry, disability (including AIDS), cancer related medical condition or marital status. Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age (being 40 years of age or older), religion, color, sex, national origin, ancestry, disability (including AIDS), cancer related medical condition or marital status. Contractor shall comply with all applicable Federal, California and local directives and executive orders regarding nondiscrimination in employment.

22.0 CONTRACTOR STATUS/SUBCONTRACTORS

- A. Contractor represents and warrants that it is fully experienced and properly qualified to perform the class of Services required for this Contract and that it is properly licensed, equipped, organized, and financed to perform the Services. Contractor shall be an independent contractor. Contractor is not an agent of Access in the performance of this Contract, and shall maintain complete control over its employees and its subcontractors and suppliers of any tier. Nothing contained in this contract or any subcontract awarded by Contractor shall create any contractual relationship between any the subcontractor and Access Services. Contractor shall perform the Services in accordance with its own methods, in compliance with the terms of the Contract.
- B. Services to be furnished hereunder shall be deemed to be unique personal services and except as herein provided, Contractor shall not assign, subcontract, transfer or otherwise substitute its interest in this Contract or its obligations hereunder without the prior written consent of Access Services, which consent may be withheld in the sole and absolute discretion of Access Services. This consent shall in no way relieve Contractor from its primary responsibility for performance of the Services. Any such assignment without said consent shall be void and unenforceable.
- C. Access reserves the right of prior approval of all subcontractors and retains the right to request Contractor to terminate any subcontractor, for any reason deemed appropriate by Access Services, by so notifying Contractor in writing. Should said notification be submitted to Contractor, it shall terminate said subcontractor immediately.

- D. Access shall have no liability to any subcontractor(s) for payment for Services under this Contract or other work performed for Contractor, and any subcontract entered into by Contractor under this Contract shall duly note that the responsibility for payment for the technical services or any other services performed shall be the sole responsibility of Contractor.

23.0 PROHIBITED INTERESTS

Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For breach of this warranty, Access shall have the right to terminate this contract for failure of Contractor to fulfill its contract obligations.

24.0 CONTRACTOR'S INTERACTION WITH THE MEDIA AND THE PUBLIC

- A. All Access Services-related copy Contractor proposes to use for advertising or public relations purposes must be reviewed and approved in writing by Access prior to publication. Contractor shall not allow Access Services-related copy to be published in its advertisements and public relations programs prior to receiving such written approval. Contractor shall ensure that all published information is factual and that it does not in any way imply that Access endorses Contractor's firm, service, and/or product.
- B. Contractor shall refer all inquiries from the news media to Access Services, and shall comply with the procedures of Access Services' Administrator regarding statements to the media relating to this Contract or the Services.
- C. Contractor shall designate a staff person acceptable to Access to keep Access informed of all impacts on the community resulting from the Services of this Contract. This designated staff person may be Contractor's project manager or other employee acceptable to Access Services; the person does not need to be full time.
- D. If Contractor receives a complaint from a citizen or the community, Contractor shall inform Access immediately. Access will respond to the complaint.

25.0 CONFIDENTIALITY

Contractor agrees that any information, data, figures, records, findings and the like it receives or generates in the performance of this Contract shall be considered confidential information and trade secrets and kept as the private and privileged records of Access and will not be divulged, released, published or disseminated in any manner whatsoever to any person, firm, corporation, or other entity except on the direct authorization of Access Services, as required by law or subject to a court order from a court of competent jurisdiction, provided Access has been given reasonable prior written notice of the demand for the information in a court proceeding.

26.0 PUBLIC RECORDS ACT

- A. All records, documents, drawings, plans, specifications and other materials relating to conduct of Access Services' business, including materials submitted by Contractor in its proposal, best and final offer and during the course of performing the Services under this Contract shall become the exclusive property of Access and may be deemed public records. Said materials are subject to the provisions of the California Public Records Act (Government Code §§ 6250 *et seq.*). Access Services' use and disclosure of its records are governed by this Act.
- B. Access will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the Act or the definitions of "Trade Secret". Access will accept materials clearly and prominently labeled "Trade Secret" or "Confidential" or "Proprietary" as determined by Contractor. Access will make commercially reasonable efforts to notify Contractor of any request of the disclosure of such materials.

27.0 COMPLIANCE WITH LAW

Contractor shall familiarize itself with and perform the work required under this Contract in conformity with requirements and standards of Access Services, municipal and public agencies whose facilities and services may be affected by work under this Contract. Contractor shall also comply with all federal, California and local laws, regulations and ordinances applicable to any of the Services involved in this Contract including, without limitation, the Americans with Disabilities Act.

28.0 GOVERNING LAW

The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California and any federal laws where applicable. The parties hereto submit to the personal jurisdiction of the Superior Court in and for the County of Los Angeles. The parties agree that venue for any legal action arising out of this contract shall be maintained in Los Angeles County. In the event legal action is commenced to enforce the terms and conditions of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees.

29.0 SEVERABILITY

In the event any Article, section, subarticle, paragraph, sentence, clause, or phrase contained in this Contract shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication shall in no manner affect the other Articles, sections, subarticles, paragraphs, sentences, clauses, or phrases of this contract, which shall remain in full force and effect as if the Article, section, subarticle, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, was not originally contained in this Contract.

30.0 THIRD PARTY CONTRACT AMENDMENTS

Contractor agrees to amend this Contract from time to time in order to comply with federal, California or local funding requirements.

31.0 GENERAL AMENDMENTS

This Contract may not be amended, extended, changed, or modified except by a written amendment signed by both of the parties hereto.

32.0 REPRESENTATION BY CONTRACTOR

- A. Each person executing this Contract on behalf of Contractor represents and warrants that each representation incorporated herein is truthful and accurate and that they have the authority to make the representation and to bind Contractor to the terms and conditions hereof without the need of action or consent of any other person or entity.
- B. Contractor shall delegate the requisite power and authority to administer this Contract and to carry out all of the terms, conditions, and obligations of this Contract to _____.
- C. Contractor shall demonstrate adequate technical personnel and experience in the transportation industry necessary to perform its duties and obligations under this Contract.

33.0 ASSIGNMENT

No party shall have the right, directly or indirectly or by operation of law, to transfer, assign, mortgage, encumber, or otherwise dispose of or hypothecate all or any part of its interest in this Contract without the prior written consent of the other party, which consent may be withheld in such other party's sole and absolute discretion. For purposes of this Contract, the transfer of 30% or more of the ownership interests in Contractor shall be deemed an assignment of this Contract.

34.0 SUCCESSORS AND ASSIGNS

This Contract shall be binding and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

35.0 CERTIFICATION

Contractor understands that Access is a grantee of Federal Funds under 49 U.S.C. §5310(a) in excess of \$100,000. Pursuant to 49 C.F.R. §20.110, Access Services is required to certify that:

- A. No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of any Federal assistance, or the extension, continuation, renewal, amendment, or modification of any Federal assistance agreement; and

- B. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including the information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.

Contractor also understands that this Contract is funded with local funds and that no Federal Funds will be used by Access for this purpose. Contractor agrees that if it seeks to influence or attempts to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application to FTA for Federal assistance for Access Services, it will do so only in strict compliance with applicable law, including, without limitation, 49 C.F.R. §20.110, and timely provide to Access all information required to complete Standard Form -LLL "Disclosure Form to Report Lobbying" including the information required by the instructions accompanying the form.

36.0 ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

This Contract form, and any written and fully executed amendments thereto;

- (i) Specifications/Scope of Work;
- (ii) Special terms and conditions;
- (iii) General terms and conditions;
- (iv) All other attachments incorporated herein by reference.

- B. The specifications shall prevail over any subsidiary documents referenced therein.

37.0 ENTIRE CONTRACT

This Contract, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire Contract between Access and Contractor and supersedes any prior representations, understandings, communications, commitments, contracts or proposals, oral or written with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the date shown below, but effective on the date first hereinabove written.

COMPANY NAME

ACCESS SERVICES

Name
Title

Andre Colaiace
Executive Director

(Date)

(Date)

Tax I.D.: _____

Approved As To Form:

Vincent C. Ewing
General Counsel

(Date)