

# *County Connection*

Request for Proposals

Financial Management Software

Date Issued: December 22, 2023

Date Due: January 15, 2024, at 5:00 PM local time

Central Contra Costa Transit Authority  
2477 Arnold Industrial Way  
Concord, CA 94520  
Amber Johnson, [ajohnson@cccta.org](mailto:ajohnson@cccta.org)



# Table of Contents

- 1) Introduction ..... 3
  - Project Overview ..... 3
  - Current Software Environment..... 3
- 2) System Requirements..... 4
  - General System and Data Requirements..... 4
  - General Ledger..... 5
  - Budgeting..... 5
  - Accounts Payable ..... 6
  - Accounts Receivable and Cash Receipting..... 7
  - Grants ..... 7
  - Payroll/Human Resources ..... 7
  - Fixed Assets..... 8
  - Project Accounting..... 8
  - Reporting ..... 8
  - User Accounts/Security ..... 9
  - Contract Management (optional)..... 9
  - Additional Questions ..... 10
- 3) Vendor Submittal Requirements ..... 10
  - Response Format ..... 10
    - Cover Letter ..... 11
    - Company Profile and References..... 11
    - System Information ..... 11
    - Approach, Implementation, Training..... 12
- 4) Evaluation, Timeline, and Other Procedures..... 12
  - Evaluation Criteria and Process ..... 12
  - Timeline ..... 13
  - Addenda..... 13
  - Communication and Contact During RFP Process ..... 14
  - Withdrawal of Proposal ..... 14
  - Protest Procedures ..... 14
  - Disclaimers..... 14
  - Confidentiality..... 15
  - Levine Act..... 15
  - Conflict of Interest ..... 16
  - Form of Professional Services Agreement..... 16

## 1) Introduction

The Central Contra Costa Transit Authority (County Connection or Authority) was established on March 27, 1980, under the joint exercise of powers agreement to provide, either directly or through contract, public transportation services within certain areas of the County of Contra Costa. The Authority is governed by a Board of Directors composed of representatives of the member jurisdictions. Member jurisdictions include the following cities: City of Clayton, Concord, Lafayette, Martinez, Orinda, Pleasant Hill, San Ramon, Walnut Creek, Town of Moraga, and Town of Danville, within the County of Contra Costa.

The Authority currently operates an active fixed route bus fleet of 112, has approximately 225 employees, and participates in the CalPERS retirement system. An independent contractor operates the paratransit service utilizing 58 cutaway vehicles that are owned by the Authority. The Authority's Finance Department includes a Chief Financial Officer, Manager of Accounting, Senior Accounting Assistant, and two Accounting Technicians.

The Authority uses fund accounting to maintain its financial records during the year. Three primary funds are maintained by the Authority: fixed route, paratransit, and capital funds.

## Project Overview

The Authority is seeking competitive proposals from qualified and interested organizations for the implementation of an accounting software application that will record the Authority's financial activity and examine its financial position. The Authority prefers a cloud-based, turn-key application for its financial software package. The proposal will include information regarding backup (cloud, server, redundancy, continuous imaging and/or encrypted hard media), data retention, disaster recovery, and security.

The selected vendor shall provide all labor, equipment, materials, supplies, transportation, and services necessary for, or reasonably incidental to, the complete performance of any agreement resulting from this RFP. The vendor must include in its price all design, engineering, system, and application database development (including in-depth user interviews for user feature configurations), integration, delivery, installation, testing, training and warranty costs associated with all elements of the proposed system.

## Current Software Environment

The Authority currently uses PowerUP Client Server version 8.3.1 (unlimited users) with the following modules:

- General Ledger (journal entries, financial statements)
- Accounts Payable (vendor maintenance, voucher input, check process)
- Fixed Assets (used for tracking only, depreciation is calculated manually)

The Authority also uses Time Attendance System ("TAS" - internally developed) and ADP Workforce Now to process payroll in-house.

Other relevant systems used by the Authority include:

- VMware ESXI 6.7
- Windows Server 2003, 2012, and 2019
- Windows 11 Operating System
- Office 365

The Authority's current finance-related workflows are largely paper-based and/or created in Excel spreadsheets and involve a significant amount of manual review and data entry. The Authority's primary

interest is in moving toward a digital system which automates service delivery to the greatest extent practical, while ensuring compliance with California laws, auditing requirements, and best practices.

## 2) System Requirements

This section includes the minimum vendor, technical, and functional requirements that will be evaluated by the Authority. Ratings and responses to these requirements should be included in the System Information Section of each vendor’s proposal. This is not a comprehensive list of all the Authority’s requirements but includes the key requirements that will be used to evaluate proposals.

The Authority expects vendors to respond in a factual manner, clearly identifying functions and features that are fully released, in testing, or slated for future release for each functional requirement. Vendors must provide a rating for every section. If the requirement does not pertain to the proposal being submitted, enter “N/A”. If a submitted proposal includes blank responses, the proposal may be non-responsive and rejected by the Authority. Use the following rating system for each requirement in this section.

Rating	Definition
4	Standard and available in the current release. Software fully supports this requirement. No customization or modification is required.
3	Meets requirement with minor configuration or modification. Vendor configuration is required, vendor maintains the application on upgrade paths. Testing and production of modifications will be completed by the implementation date. Show any costs for the modification.
2	Available with 3rd party software application. Indicate name of the application.
1	Does not meet requirement and requires substantial system modification. Indicate timing.
F	Future Release. The required feature will be available in future release. Indicate anticipated release month and year.
N/A	Not applicable or not available.

## General System and Data Requirements

The following requirements apply to the proposed software solution in its entirety, across all modules and services.

The proposed software should support:	Rating
Complete online help functions, including help with common errors/corrections.	
Multiple users working in the same module simultaneously.	
Multiple users generating reports against the same data at the same time.	
“Drilling down” from reports, queries, or screens from summary to transactional detail.	
Adding scanned electronic documents to various records across entire system (i.e. vendor master records, journal entry transactions, accounts payable transactions, etc.).	

<b>The proposed software should support:</b>	<b>Rating</b>
Full integration between modules, including single entry of information (i.e. using information across multiple modules rather than requiring duplicate entry, such as vendor purchase information automatically flowing to fixed asset record).	
Support for unlimited number of funds, policies, payments, journal entries, etc.	
User-defined account number structure.	
No proprietary databases.	
Easy import/export of data (banking, journal entries, budget transactions, other types of data) in formats compatible with Microsoft Excel.	
Audit Trail/Tracking – ability to view history of which users have accessed, created, modified data entry items.	

## General Ledger

The General Ledger is the core or foundation upon which all other modules are built.

<b>The proposed software should support:</b>	<b>Rating</b>
Consistency with Governmental Accounting Standards Board (GASB) standards.	
Full fund accounting with self-balancing funds.	
Maintaining multiple years of budget/accounting history, by year (i.e. changes to current year GL account structures will not impact prior year accounts/amounts).	
Ability to lock the previous year after year-end closure to avoid inadvertent changes.	
Ability to soft-close the previous month after month-end closure to warn against inadvertent changes.	
At least 13 periods per year with open periods.	
The ability to denote the type of journal (payroll, reclass, bank, etc.). If no field is available to indicate type, the memo field should carry to the GL detail so entries can later be sorted by type.	
Posting manual and recurring journal entries.	
Automatic journal entry reversals.	
Automatic year-end closing without loss of detail.	
Ability to post in future periods, including future fiscal years.	

## Budgeting

The Authority currently prepares an annual budget. The Authority desires a fully integrated budget module including: the ability to generate baseline budgets based on prior year budget (less one-time expenditures and adjusted for inflation); ability to track changes, generate what-if scenarios, and other forecasting methods; and support for capital asset and capital project budgeting. The Authority prepares the budget at a detail level but desires the ability to summarize budgets at multiple levels.

<b>The proposed software should support:</b>	<b>Rating</b>
Generating annual operating and capital budgets.	
Budget preparation at the detail level.	
Summarizing annual budgets at a variety of levels, including account, category, fund, department, etc.	
Support for multiple budget versions (i.e. original, amended, adopted, etc.).	
Ability for departments to create, submit for approval, and monitor their own budgets.	
User evaluation of current and historical budget data on-demand and in real time.	
Budget-to-actual reports by month, year, or any user-defined time period.	
Forecasting revenues/expenses at a variety of levels (e.g. category, account, fund) under a variety of methods such as historical averages, percentages, fixed amounts, and by a user defined formula.	
Ability to save budget forecast scenarios.	

## Accounts Payable

Currently, manual requests for payment of goods and services are generated by the various departments and submitted to the Finance Department for entry into the existing system. Purchase orders are not currently used. Invoices are physically presented to the appropriate Managers for authorization. Once approved, checks are issued for payment. The Authority currently processes ~2,000 paper checks per year.

<b>The proposed software should support:</b>	<b>Rating</b>
Fully electronic process including workflows and approvals.	
Ability to customize approval workflow based on department and/or dollar thresholds.	
Vendor maintenance, including tracking an unlimited number of vendors and modifying vendor contact info.	
Verification of budget status prior to accepting a transaction.	
Quick selection of vendors from a pull-down box, search field, etc.	
Tracking aging items and other exceptions.	
Supporting one-time vendor override payments.	
Recurring payables processing.	
Ability to assign default GL coding to a vendor record, and the ability to override the default if needed.	
Vendor discount management.	
Ability to post AP invoices in past (open) or future periods.	
Accessing vendor or purchase history by name, number, invoice date, check date, account code, and other criteria.	
Blocking duplicate invoice processing.	
Laser check printing with check signature automatically printed on the check.	
Allowing users to cancel invoices.	

<b>The proposed software should support:</b>	<b>Rating</b>
Allowing users to cancel/void checks from a prior period in the current period.	
Tracking whether vendors require 1099s.	
1099 reporting capabilities at the invoice line-item level, not simply the vendor or the invoice.	
1099 printing capabilities for vendors that require them.	
Check reconciliation system.	
Electronic payment to vendors (ACH, wire, debit).	
Positive pay file output.	
Bank reconciliation for multiple accounts.	
Purchase card transaction processing with ability to include invoice information for vendor purchases.	

### Accounts Receivable and Cash Receipting

The Authority handles a limited amount of cash primarily in conjunction with transit fares. The Authority also invoices various partners under unique arrangements for reimbursement of transit fares or operating expenses. These invoices are currently generated in Excel and manually e-mailed to customers.

<b>The proposed software should support:</b>	<b>Rating</b>
Invoice generation, and ability to e-mail invoices to AR customers.	
Acceptance of electronic payments.	
Providing the ability to define payment mode.	
Automatic “account due” reminders generated and sent to customers with past due balances.	
Cash receipting for items that were not processed through AR module.	
Integration with Accounts Payable system to facilitate billing AR customers for items or services purchased through Accounts Payable.	

### Grants

The Authority receives significant funding from various grantors, primarily for the acquisition of capital assets. These grants typically require matching funds, so more than one grant is used to complete any given project.

<b>The proposed software should support:</b>	<b>Rating</b>
Budgeting by grant across fiscal years.	
Ability to track grant-eligible expenditures and revenues.	
Summary and detail reporting of grant activity, including detailed AP or asset transactions.	
Easy preparation of the federally required Schedule of Expenditure of Federal Awards (“SEFA”)	

### Payroll/Human Resources

The Authority currently pays wages through the Finance Department using a ADP Workforce now. The Authority does not require payroll or HR functionality in the accounting system.

### Fixed Assets

Fixed assets are items of tangible property having a value of \$5,000 or more and an estimated useful life of two years or more. The Authority seeks to track its assets to meet regulatory recordkeeping requirements.

The proposed software should support:	Rating
Integration with Accounts Payable system to facilitate additions to the fixed assets inventory.	
Assigning fixed assets to one or more funds, users, and/or locations.	
Defining classes and categories of fixed assets.	
Tracking acquisition methods for each fixed asset.	
Bar coding assets for physical inventory would be considered a bonus feature, but not required.	
System generated annual depreciation postings which post automatically to the general	
Allowing the separate entry of acquired dates & dates assets are placed into service for accurate depreciation calculations.	
Tracking the following information for each asset: <ul style="list-style-type: none"> <li>• Description of the asset</li> <li>• A serial number or other ID number</li> <li>• Who holds title</li> <li>• Acquisition date</li> <li>• Cost of the asset (including multiple funding sources – i.e. federal grants and local match)</li> <li>• Location</li> <li>• Use and condition of the asset</li> </ul>	

### Project Accounting

The Authority has the need to track and separate revenues and expenditures for a variety of municipal projects including grant and construction project accounting. Projects may be construction, program grants, cost centers or other related tasks.

The proposed software should support:	Rating
Ability to maintain independent hierarchies to support reporting across funds, cost centers, project, grant, or task.	
Integration with GL and accounts payable modules.	
Integration with the GL at the transaction level such that accounts in both systems remain in balance at all times.	
Summary and detail reporting of project activity.	

### Reporting

The following reporting functions are essential to enable the Authority to properly evaluate its finances, prepare budgets, and adapt to changing financial circumstances. Reporting functions should be



straightforward, user-friendly, and involve no additional coding or use of proprietary databases to retrieve information.

The proposed software should support:	Rating
User customization of fields, reports, and budget forecasts.	
Standardized reporting templates accessible to all users.	
Custom reports accessible to individual users or all users.	
Scheduling reports to run at specific intervals/dates.	
Conducting searches, posting transactions, and generating reports at all levels of the account structure by fiscal year, month, calendar years, or any user defined date.	
Performing keyword, wild card, and multiple field queries.	
Saving queries and making saved queries available to other users.	

### User Accounts/Security

The proposed software should support:	Rating
Use of credentials and passwords to assign permissions.	
Role-based security and ability to assign users to multiple roles.	
Modify, view, or restrict access controls.	
Reports regarding unauthorized access to sensitive data (e.g. personal info, social security, etc.)	
Five (5) simultaneous active user licenses and up to fifteen (15) view/approve user licenses.	
Ability for independent financial auditors to log in and access the software in “view only” mode.	

### Contract Management (optional)

The Authority seeks a Contract Management module to provide information regarding contract terms and conditions to include amounts, contract expirations, payment arrangements, and other deliverables. This item is last on the list because it is considered optional, not required.

The proposed software should support:	Rating
Processing and tracking contract balances.	
Calculating contract retainage.	
Maintaining contract beginning and expiration dates, contract approval routing queues, insurance requirement information.	
Linking contracts to grants and/or projects as appropriate.	

## Additional Questions

In addition to the system requirements above, please briefly address the following questions in the proposal:

1. How are system updates managed? How often are they released? What is the typical downtime during an update?
2. Describe system backup capabilities, redundancy, and the Authority's ability to continue accessing/using data in the event of a power outage, hacking attack, interruption to internet and/or Wi-Fi service, a disaster that impacts Authority offices, etc. What mechanisms would be in place to enable Authority staff to continue to fully function/work remotely?
3. How will the Authority's data be protected from external threats?
4. Is direct access to the database granted so that the Authority can run queries against it?
5. Does the software use a Microsoft SQL database? If no, what kind of database is used?
6. Describe the system's data retention schedule/capabilities.

## 3) Vendor Submittal Requirements

The Authority must receive responses to this RFP no later than the date and time specified on the cover of this RFP. Proposals received after the due date will not be accepted. No additional time will be granted to any vendor unless by addendum to this RFP. Vendors must submit proposals digitally in PDF format, with the email subject "CCCTA Financial Management Software" to Amber Johnson at the following email address: [ajohnson@cccta.org](mailto:ajohnson@cccta.org).

It is the responsibility of the vendor to deliver the proposal in accordance with the instructions contained in this RFP. Proposals dispatched, but not received by the Authority by the proposal closing time, will not be considered.

## Response Format

RFP responses should be organized in the following order:

1. Cover Letter
2. Company Profile and References
3. System Information
4. Approach, Implementation, Training
5. Other Information

Vendors that deviate from this format may be deemed non-responsive. Proposals should be prepared simply, providing a straightforward, concise description of how the vendor will satisfy the requirements of this RFP. Elaborate promotional materials should not be submitted. Emphasis in the proposals should be on completeness, clarity of content, and adherence to the presentation structure required by this RFP and not on volume. Costs for developing proposals in response to the RFP are the obligation of the vendor and are not chargeable to the Authority. All proposals and accompanying documentation will become the property of the Authority and will not be returned.

The following sections provide additional detail on the major sections of each proposal and required content for each section.

## Cover Letter

The Cover Letter should include a brief overview of the proposal and should be prepared in a manner that is easily understood by individuals not familiar with technical jargon. Include the following elements:

- Company name, address, and telephone number(s) of the firm submitting the proposal.
- Name, title, address, e-mail address, and telephone number of the person(s) to contact who are authorized to represent the firm and to whom correspondence should be directed.
- Briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified.
- The letter must be signed by a corporate officer or another individual who is legally authorized to bind the proposer to both its proposal and cost schedule.
- A statement which indicates: "Proposal and cost schedule shall be valid and binding for ninety (90) days following proposal due date and will become part of the contract that is negotiated with the Authority."
- A cost summary including:
  - One price quote for the entire system, including implementation.
  - Please break out data migration and training costs where applicable.
  - The cost of any enhancements/customizations required due to the scope of this RFP.
  - Annual maintenance/licensing fees.
  - The cost of typical software upgrades if upgrades are not provided free of charge.

## Company Profile and References

The Company Profile should provide an overview of the vendor. Include the following elements:

- Provide a brief overview of your company:
  - Provide a short history of your organization, including how long you have been in in the financial software business and major milestones associated with your company's growth and development.
  - Describe your organization's corporate structure and organization. Is your public sector financial software division a subsidiary of another organization, a licensed vendor, or another type of organization?
  - Provide resumes for the designated Principal in Charge/Project Manager and staff that will work directly on this project. Include position in the company, years of service, comparable projects, and current office location.
  - Specify the number of years that your organization has been operating in public sector software development and how many years you have been working with other local governments.
  - For the software solution being proposed, how long has the software been in service? When might the Authority anticipate the next version upgrade?
- Provide at least three (3) references, including key contact information, of customers for which the proposer has provided services comparable to those described in this RFP.

## System Information

The System Information section should contain a detailed summary of how the proposed software solution meets the requirements identified in this RFP. Include responses to the "System Requirements" listed in Section 2 of this RFP.

### Approach, Implementation, Training

The Approach and Implementation section should describe how your firm plans to understand the Authority’s operating environment and financial context, prepare for transitioning software, implement the transition, test results, and train employees. Include the following elements:

- Describe the configuration methodology that will be utilized in implementing the proposed system, in sufficient detail for the Authority to understand how this methodology works and why it is well suited to the Authority’s needs.
- Is the implementation done in phases? If so, how many? What do they comprise?
- What are the responsibilities of the vendor and the Authority during implementation?
- Do you assist in the development of the detailed implementation plan? Do both the vendor and the Authority provide approval of the plan and time deadlines in writing?
- Describe your methods for ensuring a complete “knowledge transfer” such that Authority will become fully capable of managing the system while it is being implemented and beyond.
- Discuss the typical recommended training curriculum, options for providing training, and the expected timeline for training staff.
- Please describe technical support options and processes. Is there a toll-free support number? What are the regular/emergency hours for support services? What are typical response times for regular/emergency support calls?
- What ongoing training is available to the Authority? Is there an annual user conference or similar offering that the Authority staff can attend to keep their knowledge of the software up to date?

## 4) Evaluation, Timeline, and Other Procedures

### Evaluation Criteria and Process

The Authority’s objective is to choose a vendor capable of providing a reliable and integrated solution within a reasonable budget. All proposals will be evaluated using the same criteria, as follows:

Criteria	Weight
Responsiveness of the written proposal to this RFP.	10%
Software quality and features, including the vendor’s ability to meet requirements specified in this RFP.	40%
Vendor experience, references, and commitment to successful implementation, ongoing maintenance, and technical support.	10%
System cost, including but not limited to initial purchase price, installation, implementation, training, licensing, and annual maintenance.	40%
<b>Total</b>	<b>100%</b>

The Authority intends to award a contract to the highest ranked proposer that submitted a responsive proposal. The Authority may consider the proposal material submitted, references, oral interviews or demonstrations (if any), and any other relevant information about a given proposer. The proposer shall furnish such additional information as the Authority may reasonably require. The Authority reserves the

right to conduct pre-award negotiations with all potential proposers, request best and final offers, or to award a contract without conducting any interviews/demonstrations, negotiations or requesting BAFOs.

After evaluating proposals based on the above criteria, the Authority may select a short list of vendors and invite them to participate in functional demonstrations of their software. These demos will be scheduled on an as-needed basis with the short-listed vendors. The Authority reserves the right to request additional demos as needed to compare vendors and products more accurately.

After evaluations and functional demonstrations (if any), the Authority will select the highest ranked proposer that submitted a responsive proposal, and recommend that proposal to the Authority Board of Directors for contract award.

**Timeline**

The Authority intends to complete the selection process using the following schedule but reserves the right to adjust project timing and milestones as necessary. Any changes to the schedule will be posted on the Authority’s website. There will be no pre-proposal conference. Questions regarding the RFP may be submitted to Amber Johnson at [ajohnson@cccta.org](mailto:ajohnson@cccta.org) by January 3, 2024 at 5:00 PM local time. The list of submitted questions with their respective answers will be posted to the Authority’s website by January 8, 2024, at 5:00 PM local time.

Date	Project Milestone
December 22, 2023	RFP released
January 3, 2023	Vendor questions due by 5:00 PM local time (PST)
January 8, 2024	Authority response to vendor questions posted by 5:00 PM local time (PST)
January 15, 2024	VENDOR PROPOSALS DUE BY 5:00 PM LOCAL TIME (PST)
January 22 – 26, 2024	Vendor demonstrations (if any)
February 7, 2024	Staff recommendation to Administration and Finance Committee
February 15, 2024	Contract awarded by Board of Directors
February 19, 2024	Implementation begins
July 1, 2024	Software to go live

**Addenda**

Any modifications, interpretations, or clarifications of this RFP will be made in writing by addendum and distributed to those receiving this RFP. Oral interpretations are not binding on the Authority. All addenda shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated into the RFP, and shall prevail over inconsistent provisions of earlier issued documentation. All addenda shall be acknowledged in the proposal. Failure to acknowledge any addenda may cause the proposal to be considered non-responsive and rejected.

## Communication and Contact During RFP Process

Once this RFP is issued to the public, all communication between all prospective proposers and the Authority must be directed to the Authority staff indicated in this RFP. Under no circumstances may any member of a prospective proposer or their representative contact a member of the Authority's Board of Directors about this RFP. Nothing herein prohibits proposers and their representatives from making oral statements or presentations in public to one or more representatives of the Authority during a public meeting. This shall be in effect until the successful proposer and the Authority execute an awarded contract.

Any violation of this requirement of the RFP will automatically disqualify a proposer.

## Withdrawal of Proposal

Submission of a proposal shall constitute a firm offer to the Authority for ninety (90) days from the deadline date of receipt for proposals.

A proposer may withdraw its proposal any time before the date and time when the proposal is due, without prejudice, by submitting a written request for its withdrawal to Amber Johnson, Chief Financial Officer, County Connection, at 2477 Arnold Industrial Way, Concord, CA 94520, or by e-mail at [ajohnson@cccta.org](mailto:ajohnson@cccta.org). A telephone request is not acceptable.

## Protest Procedures

Protests regarding this Request for Proposals based upon restrictive specifications or alleged improprieties in the RFP procedure shall be filed in writing with Amber Johnson, Chief Financial Officer, at least five (5) business days prior to the deadline for submission of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based. Upon conclusion of the evaluation of proposals, the Authority will send a notice to all proposers of the staff's recommendation for a contract award.

Protests based upon the recommendation for award of the Contract shall be submitted in writing to Amber Johnson, Chief Financial Officer, within forty-eight (48) hours from receipt of the notice from County Connection advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests may be submitted by mail to Amber Johnson, Chief Financial Officer, County Connection, at 2477 Arnold Industrial Way, Concord, CA 94520, or by e-mail at [ajohnson@cccta.org](mailto:ajohnson@cccta.org). Protests by telephone are not acceptable.

**Failure to comply with any of the requirements set forth in CCCTA's written protest procedures may result in rejection of the protest.**

## Disclaimers

1. The Authority reserves the right to reject any and all proposals for failure to meet the requirements contained herein, to waive any technicalities, and to select the proposal which, in the Authority's sole judgment, best meets the requirements of the project and is most favorable to the Authority's interest.
2. The Authority reserves the right to make an award without further discussion of the proposal submitted. Vendors should not rely upon the opportunity to alter their qualifications during

discussions. The Authority shall not be bound or in any way obligated until both parties have executed a contract. The Authority also reserves the right to delay the contract award and/or not to make a contract award.

3. The Authority further reserves the right to make such investigation as it deems necessary to determine the ability of vendors to furnish the required services, and vendors shall furnish all such information for this purpose as the Authority may request.

## Confidentiality

The California Public Records Act (California Government Code Sections 7920.000 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest, or any other written communication between the Authority and the proposer shall be available to the public.

If the proposer believes any communication contains trade secrets or other proprietary information that the proposer believes would cause substantial injury to the proposer's competitive position if disclosed, the proposer shall request that the Authority withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Vendors may be required to justify why the Authority should not, upon request, disclose such materials. The proposer may not designate its entire proposal as confidential. Additionally, the proposer may not designate its cost proposal or any required proposal forms or certifications as confidential.

If the proposer requests that the Authority withhold from disclosure information identified as confidential, and the Authority complies with the proposer's request, the proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the Authority from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all costs and expenses related to the withholding of the information. The proposer shall not make a claim, sue, or maintain any legal action against the Authority or its directors, officers, employees, or agents in connection with the withholding from disclosure of proposer information.

If the proposer does not request that the Authority withhold from disclosure information identified as confidential, the Authority shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the Authority.

## Levine Act

The Levine Act (Government Code 84308) is part of the Fair Political Practices Act. The Levine Act prohibits any Authority Board Member from participating in or influencing the decision on awarding a contract with the Authority to anyone who has contributed \$250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the Authority Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, the Authority Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the Authority or for twelve months following the date a final decision concerning the contract has been made.

Proposers must disclose on the record any contribution of \$250.00 or more that they have made to an Authority Board Member within the twelve-month period preceding submission of their proposals. This duty

applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation that is part of your team. If you have a contribution that needs to be disclosed, you must include this information with your proposal.

### Conflict of Interest

By submitting a Proposal, the Proposer represents and warrants that no director, officer, or employee of the Authority is in any manner interested directly or indirectly in the Proposal or in the Contract which may be made under it or in any expected profits to arise there from, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

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

Depending on the nature of the work performed, the Proposer may be required to publicly disclose financial interests under the Authority’s Conflict of Interest Code. The Proposer agrees to promptly submit a Statement of Economic Interest on the form provided by the Authority upon receipt. No person previously in the position of director, officer, employee or agent of the Authority may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before the Authority, or any officer or employee the Authority, for a period of twelve (12) months after leaving office or employment with the Authority if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or Contract.

### Form of Professional Services Agreement

The firm selected by the Authority to perform the services outlined in this RFP will be required to execute an Agreement for Professional Services with the Authority, an example of which is attached at the end of this RFP so that potential proposers have an opportunity to review the terms and conditions that will be included in the Agreement.

If a proposer desires any modifications to the form of Agreement, they must be submitted for consideration with the proposal. Otherwise, the proposer will be deemed to have accepted the form of Agreement.

Proposers' attention is directed to the insurance requirements set forth in the Agreement for Professional Services. Evidence of compliance with the specified coverages must be submitted prior to commencement of work.



PROPOSED CCCTA AGREEMENT- SAMPLE AGREEMENT  
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the \_\_\_ day of \_\_\_, 2023 ("Effective Date"), by and between CENTRAL CONTRA COSTA TRANSIT AUTHORITY ("AUTHORITY") and \_\_\_ ("CONSULTANT").

WHEREAS, the Authority desires to obtain a financial management software solution and related professional services and has issued a Request for Proposals dated \_\_\_\_\_, 2023, which is attached and incorporated as Exhibit A; and

WHEREAS, the CONSULTANT desires to furnish such services and submitted a written proposal dated \_\_\_, 2023, which is attached and incorporated as Exhibit B.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. RENDITION OF SERVICES

The CONSULTANT agrees to provide a financial management software solution and related professional services to the AUTHORITY in accordance with the terms and conditions of this Agreement. In the performance of its work, CONSULTANT represents and warrants that it has and will exercise that degree of professional care, skill, efficiency, and judgment ordinarily employed by consultants with special expertise in providing similar services. CONSULTANT further represents and warrants that it holds all applicable licenses, registrations, and certifications in current and good standing that may be required under applicable law or regulations to perform these services and agrees to retain such licenses, registrations, and certifications in active status throughout the duration of this engagement.

2. SCOPE OF SERVICES

The services to be provided consist, in general, of the implementation of an accounting software application that will record the AUTHORITY's financial activity and examine its financial position, as further described in Exhibits A and B.

3. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

(1) This Agreement, including Attachment A, Data Privacy, Data Security, and Cloud Software Requirements;

(2) Exhibit A [Request for Proposals dated \_\_\_\_\_, 20\_\_\_,] or [Scope of Work];

(3) Exhibit B, CONSULTANT's Proposal;

(4) [ADDITIONAL EXHIBITS AS NEEDED].

In the event of conflict between or among the terms of the Agreement documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

4. TERM

The base term of this Agreement shall commence upon the Effective Date of the Agreement and continue for a three-(3) year period, unless terminated sooner pursuant to Section 18. Upon the end of the three-(3) year base term, the Agreement shall continue for successive one-year terms until cancelled by the Authority upon 180-days' notice to CONSULTANT.

5. OWNERSHIP OF WORK

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

Any and all rights, title, and interest (including without limitation copyright and any other intellectual-property or proprietary right) to materials prepared under this Agreement are hereby assigned to the AUTHORITY. The CONSULTANT agrees to execute any additional documents that may be necessary to evidence such assignment.

The CONSULTANT represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under, and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual property or proprietary right of any third party.

6. CONFIDENTIALITY

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

CONSULTANT, its employees, subcontractors, subconsultants and agents, shall not release any reports, information or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the AUTHORITY Chief Financial Officer.

7. KEY PERSONNEL

It is always understood and agreed by the parties that during the term of this Agreement that \_\_\_\_\_ shall serve as the primary staff person of the CONSULTANT to undertake, render, and oversee of the services under this Agreement. Upon written notice by the CONSULTANT and approval by the AUTHORITY, which will not be unreasonably withheld, the CONSULTANT may substitute this person with another person, who will possess similar qualifications and experience for this position.

8. USE OF SUBCONSULTANTS

CONSULTANT shall not subcontract any services to be performed by it under this Agreement without the prior written approval of the AUTHORITY, except for service firms engaged in drawing, reproduction, typing

and printing. CONSULTANT shall be solely responsible for reimbursing any subcontractors and the AUTHORITY shall have no obligation to them.

9. CHANGES

The AUTHORITY may, at any time, by written order, make changes within the scope of work and services, including adding to or subtracting from the level of services, described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 12 or in the time of required performance as set forth in the Agreement, or both. If CONSULTANT encounters any unanticipated conditions or contingencies that may affect the scope of work or services and result in an adjustment in the amount of compensation specified herein, CONSULTANT shall so advise the AUTHORITY immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in compensation or time. This notice shall be given the AUTHORITY prior to the time that CONSULTANT performs work or services related to the proposed adjustment in compensation or time. Any agreed-upon adjustments shall be expressed in a written supplement to this Agreement prior to implementation of such changes. Failure to provide written notice and receive AUTHORITY approval for extra work prior to performing extra work may, at AUTHORITY's sole discretion, result in non-payment of the invoices reflecting such work.

10. RESPONSIBILITY; INDEMNIFICATION

To the further extent permitted by California law, CONSULTANT shall indemnify, keep, and save harmless the AUTHORITY, and its members, directors, officers, agents, and employees against all suits, claims or actions arising out of any of the following: (A) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement by the CONSULTANT caused by an act or omission of the CONSULTANT or its employees, subcontractors, or agents; (B) Any allegation that materials or services provided by CONSULTANT under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party; and (C) Any disclosure, or alleged disclosure, of AUTHORITY PII, as defined in Attachment A. CONSULTANT further agrees to defend any and all such actions, suits, or claims and pay all charges of attorneys and all other incurred costs and expenses of defense as they are incurred. If any judgment is rendered against the AUTHORITY or any of the other individuals enumerated above in any such action, CONSULTANT shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination of the Agreement.

11. INSURANCE

a) Worker's Compensation. If CONSULTANT employs any person to perform work in connection with this Agreement, CONSULTANT shall procure and always maintain during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Prior to commencement of work under this Agreement by any such employee, CONSULTANT shall deliver to AUTHORITY a Certificate of Insurance that shall stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to AUTHORITY. Such insurance shall also contain a waiver of subrogation in favor of AUTHORITY and its directors, officers, agents and employees while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

b) Commercial General Liability Insurance. CONSULTANT shall procure and maintain at all times during the performance of this Agreement General Liability Insurance covering any loss or liability, including the cost of defense of any action, for Bodily Injury, Death, Personal Injury and Property Damage which may arise out of operations of the CONSULTANT in connection with the performance of this Agreement. The policy will include coverage for bodily injury and property damage liability subject to the standard provisions and exclusions of the Commercial General Liability Policy Form and endorsed for premises, operations, products and completed operations. The policy or policies shall provide a minimum limit of one million dollars (\$1,000,000) each occurrence.

c) Automobile Liability Insurance. CONSULTANT shall procure and maintain at all times during the performance of this Agreement Automobile Liability Insurance covering all vehicles, licensed or unlicensed, on or off AUTHORITY's premises, used by or on behalf of CONSULTANT in the performance of work under this Agreement. The policy or policies shall provide a minimum limit of One Million Dollars (\$1,000,000) each accident.

d) Professional Liability Insurance. CONSULTANT shall also maintain Professional Liability Insurance, covering CONSULTANT's performance under this Agreement with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. Such insurance shall be applicable to claims arising out of or related to the performance of this Agreement. Prior to commencing work under this Agreement, CONSULTANT shall furnish AUTHORITY a Certificate of Insurance or certified copy of the Insurance policy if requested, indicating compliance with requirements of this paragraph.

e) Cyber Liability Insurance. The CONSULTANT shall obtain Cyber Liability risk coverages including network and internet security liability coverage, privacy liability coverage, and media coverage with a limit of \$1,000,000. The policy shall provide coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Cyber Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the Contractor on the project.

With respect to the coverages under subsections A, B, and C of this section, the policies will name as additional insured with respect to CONSULTANT's services under this Agreement, the AUTHORITY and its directors, officers, employees, and agents. The Insurer(s) will agree that its policies are Primary Insurance and that it will be liable for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance covering the AUTHORITY.

Inclusion of AUTHORITY as an additional insured shall not in any way affect its rights as respect to any claim, demand, suit, or judgment made, brought, or recovered against CONSULTANT. The policies will protect CONSULTANT and AUTHORITY in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as an insured.

Prior to commencement of work under this Agreement, CONSULTANT shall deliver to AUTHORITY a Certificate of Insurance, which will indicate compliance with the insurance requirements of this paragraph and shall stipulate that 30 days advance written notice of cancellation, non-renewal or reduction in limits shall be given to AUTHORITY.

f) Self-Insurance. Self-Insurance and self-insured retentions in insurance policies are subject to separate approval by AUTHORITY upon review or evidence of CONSULTANT'S financial capacity. Such programs must provide at least the same coverage and protection required above.

AUTHORITY shall be named as a joint loss payee on the policy. Prior to the commencement of work, a certificate evidencing this coverage shall be furnished to AUTHORITY by the CONSULTANT. The policy shall also provide that the CONSULTANT's policy will not be cancelled, or coverage reduced without sixty days' prior written notice to AUTHORITY.

g) Deductibles and Retentions. CONSULTANT shall be responsible for payment of any deductible or retention on CONSULTANT's policies without right of contribution from AUTHORITY. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the CONSULTANT or any subcontractor contains a deductible or self-insured retention, and in the event that AUTHORITY seeks coverage under such policy as an additional insured, CONSULTANT shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of CONSULTANT, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONSULTANT or subcontractor is not a named defendant in the lawsuit

h) Failure to Procure Insurance. CONSULTANT's failure to procure and maintain required insurance will be a material breach of the contract and AUTHORITY may immediately terminate the Agreement.

12. COMPENSATION *[NOTE: This section is subject to further customization to specify milestone payments, annual licensing fees, etc.]*

The CONSULTANT agrees to perform all of the services included in Section 2 for a total all-inclusive sum not-to-exceed \_\_\_\_\_ (\$ \_\_\_\_\_), in accordance with Exhibits A and B. The total all-inclusive sum shall include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT. The hourly rate by personnel category shall be as set forth in Exhibit B [and/or below if inserting payment schedule] [or Attachment if attaching the payment schedule to this Agreement]. AUTHORITY will pay the CONSULTANT in accordance with Section 13.

13. METHOD OF PAYMENT *[NOTE: This section is subject to further customization to specify invoicing requirements during phases of software implementation and warranty periods, if any.]*

During the software development, testing and training phase (Development Phase), the CONSULTANT must submit invoices to the AUTHORITY upon completion of the applicable milestone (deliverables-based payments schedule), which will be set forth in a mutually agreeable milestone schedule and included herein as Exhibit \_\_. Payment will be an agreed upon percentage of the total costs per deliverable during this phase. The AUTHORITY will retain a minimum of 15% of total project compensation, which will be released upon issuance of the expiration of the Warranty Period, which will commence upon issuance of the Final Acceptance by the AUTHORITY.

When the Warranty Period terminates, the CONSULTANT may begin invoicing the AUTHORITY for hosting and maintenance costs (Implementation Phase) as described in Exhibit(s) \_\_.

During the Implementation Phase, on the last day of each month, the CONSULTANT will submit an invoice to the AUTHORITY for the Total Monthly Recurrent Cost incurred in the preceding month with any applicable

Uptime Credits deducted from the total. The AUTHORITY will within ten (10) business days notify the CONSULTANT whether it approves the entire invoiced amount or whether it intends on paying a lesser amount due to the failure of the software to meet the reliability and Uptime standards set forth in the Agreement. The AUTHORITY will endeavor to pay approved invoices within thirty calendar days of receipt.

Invoices shall itemize, by personnel, the number of hours devoted by CONSULTANT to work under this Agreement, applicable milestone, percentage of work completed, hourly rates in accordance with the fee schedule set forth in CONSULTANT's proposal (Exhibit B) (if applicable), and those out-of-pocket expenses incurred in the performance of work hereunder. The AUTHORITY will endeavor to pay approved invoices/billing statements within thirty (30) calendar days of receipt. The AUTHORITY reserves the right to withhold payment to the CONSULTANT if the AUTHORITY determines that the quantity or quality of the work performed is unacceptable. The AUTHORITY will provide written notice to the CONSULTANT within ten (10) business days of the AUTHORITY's decision not to pay and the reasons for non-payment. Final payment will be withheld until CONSULTANT performs all required Agreement expiration or termination obligations. If CONSULTANT disagrees with AUTHORITY's decision not to pay and the reasons for non-payment, it must provide written notice detailing the reasons why it disputes AUTHORITY's decision to AUTHORITY within 30 calendar days of AUTHORITY's notice. If CONSULTANT does not provide written notice in accordance with this section, it waives all rights to challenge AUTHORITY's decision.

#### 14. CONSULTANT'S STATUS

Neither the CONSULTANT nor any party contracting with the CONSULTANT shall be deemed to be an agent or employee of the AUTHORITY. The CONSULTANT is and shall be an independent contractor, and the legal relationship of any person performing services for the CONSULTANT shall be one solely between that person and the CONSULTANT.

#### 15. ASSIGNMENT

CONSULTANT shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of AUTHORITY.

#### 16. AUTHORITY WARRANTIES

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

#### 17. AUTHORITY REPRESENTATIVE

Except when approval or other action is required to be given or taken by the Board of Directors of the AUTHORITY, the General Manager of the AUTHORITY, or such person or persons as she shall designate in writing from time to time, shall represent and act for the AUTHORITY.

#### 18. TERMINATION

a) Termination for Convenience. The AUTHORITY shall have the right to terminate this Agreement for convenience at any time by giving sixty days written notice to the CONSULTANT. Upon receipt of such notice, the CONSULTANT may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. In the event of termination for convenience, the CONSULTANT shall be compensated in accordance with the provisions of Sections 12 and 13 for the services performed and expenses incurred to the date of such termination, plus any reasonable costs and expenses which are reasonably and necessarily incurred by CONSULTANT to effect such termination. CONSULTANT is not entitled to any payments for lost profit on work to be performed after the date of termination, including,

without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the AUTHORITY upon the effective date of the termination for convenience. CONSULTANT and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as the AUTHORITY deems necessary. Failure to so cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

b) Termination for Default. If the CONSULTANT fails to perform any of the provisions of this Agreement, the AUTHORITY may find the CONSULTANT to be in default. After delivery of a written notice of default the AUTHORITY may terminate the Agreement for default if the CONSULTANT 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the AUTHORITY's discretion, provide a plan to cure such breach which is acceptable to the AUTHORITY within 7 calendar days. If the CONSULTANT cures the default within the cure period but subsequently defaults again, the AUTHORITY may immediately terminate the Agreement without further notice or right to cure. In the event of the filing a petition for bankruptcy by or against the CONSULTANT or for appointment of a receiver for CONSULTANT's property, the AUTHORITY may terminate this Agreement immediately without the thirty-day cure period. Upon receipt of a notice of termination for default, the CONSULTANT may not commit itself to any further expenditure of time or resources. The AUTHORITY shall remit final payment to CONSULTANT in an amount to cover only those services performed and expenses incurred in accordance with the terms and conditions of this Agreement up to the effective date of termination. The AUTHORITY is not in any manner liable for the CONSULTANT's actual or projected lost profits had the Consultant completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the AUTHORITY upon the effective date of the termination for default.

c) The rights and remedies of the AUTHORITY provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### 19. WARRANTY OF SERVICES

a) The CONSULTANT warrants that its professional services will be performed in accordance with the professional standards of practices of comparable consultants with special expertise in providing similar services at the time the services are rendered. In addition, the CONSULTANT will provide such specific warranties as may be set forth in \_\_\_\_\_ as agreed upon by the Parties.

b) In the event that any services provided by the CONSULTANT hereunder are deficient because of the CONSULTANT's or subconsultant's failure to perform said services in accordance with the warranty standards set forth above, the AUTHORITY will report such deficiencies in writing to the CONSULTANT within a reasonable time. The AUTHORITY thereafter will have:

- i. The right to have the CONSULTANT re-perform such services at the CONSULTANT's expense; or
- ii. The right to have such services done by others and the costs thereof charged to and collected from the CONSULTANT if, within 30 days after written notice to the CONSULTANT requiring such re-performance, the CONSULTANT fails to give satisfactory evidence to the AUTHORITY that it has undertaken said re-performance; or
- iii. The right to terminate the Agreement for default.

c) The CONSULTANT will be responsible for all errors and omissions and is expected to pay for all work as a result of errors and omissions.

#### 20. MAINTENANCE, AUDIT, AND INSPECTION OF RECORDS

All CONSULTANT and subcontractors' costs incurred in the performance of this Contract will be subject to audit. CONSULTANT and its subcontractors shall permit the AUTHORITY, the State Auditor, the Federal Transit Administration, or their authorized representatives to inspect, examine, make excerpts from, transcribe, and copy CONSULTANT's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the CONSULTANT pursuant to this Agreement. The CONSULTANT shall also provide such assistance as may be required during such audit. CONSULTANT shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, because of the audit, it is determined by the AUTHORITY's auditor or staff that reimbursement of any costs including profit or fee under this Contract was more than that represented and relied upon during price negotiations or represented as a basis for payment, the CONSULTANT agrees to reimburse the AUTHORITY for those costs within sixty (60) days of written notification by the AUTHORITY.

#### 21. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Agreement, the CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The CONSULTANT shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

#### 22. NON-DISCRIMINATION ASSURANCE

The CONSULTANT shall not discriminate based on race, color, national origin, or sex in the performance of this Agreement. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the CONSULTANT agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and/or the Fair Employment and Housing Act Government Code section 12940 et seq. and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq) and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate. The CONSULTANT shall obtain the same assurances from its joint venture



partners, subcontractors, and subcontractors by including this assurance in all subcontracts entered into under this Agreement.

### 23. CONFLICT OF INTEREST

Depending on the nature of the work performed, a CONSULTANT of the AUTHORITY may be subject to the same conflict of interest prohibitions established by California law that govern the AUTHORITY's employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq.). During the proposal process or the term of the Agreement, CONSULTANT and its employees may be required to disclose financial interests.

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

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

No person previously in the position of Director, Officer, employee or agent of the AUTHORITY may act as an agent or attorney for, or otherwise represent, CONSULTANT by making any formal or informal appearance, or any oral or written communication, before the AUTHORITY, or any Officer or employee of the AUTHORITY, for a period of 12 months after leaving office or employment with the AUTHORITY if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

The CONSULTANT shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or Contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to the AUTHORITY. The CONSULTANT shall not engage the services of any Subcontractor or Consultant on any work related to this Agreement if the Subcontractor or CONSULTANT, or any employee of the Subcontractor or CONSULTANT, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement, the CONSULTANT becomes aware of an organizational conflict of interest in connection with the work performed thereunder, the CONSULTANT immediately shall provide the AUTHORITY with written notice of the facts and circumstances giving rise to this organizational conflict of interest. The CONSULTANT's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. The AUTHORITY will consider the conflict presented and the alternatives proposed and meet with the CONSULTANT to determine an appropriate course of action. The AUTHORITY's determination as to the way to address the conflict shall be final.

During the term of this Agreement, the CONSULTANT must maintain lists of its employees, and the Subcontractors and Subconsultants used and their employees. The CONSULTANT must provide this information to the AUTHORITY upon request. Submittal of such lists does not relieve the CONSULTANT of its obligation to assure that no organizational conflicts of interest exist.

24. NOTICES

All communications relating to the day-to-day activities of the project shall be exchanged between the AUTHORITY’s Chief Financial Officer and the CONSULTANT’s representative.

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

If to the AUTHORITY: Central Contra Costa Transit Authority  
Attn: Chief Financial Officer  
2477 Arnold Industrial Way  
Concord, CA 94520-5327

If to the CONSULTANT: \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

25. ATTORNEYS’ FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover, in addition to all court costs, reasonable attorneys' fees.

26. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it shall be governed by the laws of the State of California.

27. THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

28. BINDING ON SUCCESSORS

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

29. SEVERABILITY

If any provision of this Agreement, or the application thereof to any person or circumstance, is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of the circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid, or unenforceable.

30. ENTIRE AGREEMENT

This Agreement, including any attachments, constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized offices and of the Effective Date.

AUTHORITY

CONSULTANT

CENTRAL CONTRA COSTA TRANSIT AUTHORITY

[NAME OF CONSULTANT]

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

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

Title: General Manager

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

ATTEST:

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

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

Board Clerk for the Authority

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

APPROVED AS TO FORM:

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

Attorney for the AUTHORITY

\* If the CONSULTANT is a corporation, two officers of the corporations consisting of one from each of the following categories must sign the agreement: 1) the President, Vice President, or Board Chair and 2) the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer. If only one officer signs or an

individual not specified above, the CONSULTANT will submit satisfactory evidence that the individual is authorized to sign for and bind the corporation.

## Attachment A

### DATA SECURITY, DATA PRIVACY, AND CLOUD SOFTWARE REQUIREMENTS

#### 1. DATA PRIVACY

The CONSULTANT may have access to Personally Identifiable Information ("PII") in connection with the performance of the Agreement. PII is any information that identifies or describes a person or can be directly linked to a specific individual. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, payment card information, ridership and travel pattern data. AUTHORITY Personally Identifiable Information, or AUTHORITY PII, means any PII relating to the AUTHORITY's employees or customers.

The CONSULTANT must ensure and maintain the confidentiality, security, safety, and integrity of all AUTHORITY PII, including physical, electronic, and procedural safeguards designed to prevent unauthorized access or use and protect against known or anticipated threats to the security or integrity of such data. This includes, but is not limited to, the secure transport, transmission and storage of AUTHORITY PII used or acquired in the performance of this Agreement. Notwithstanding the generality of the foregoing requirements, the CONSULTANT will adhere to the following requirements concerning AUTHORITY PII:

A. The CONSULTANT may not, except as authorized or required by law, reveal or divulge to any person or entity any AUTHORITY PII that becomes known to it during the term of this Agreement. The CONSULTANT may not use or attempt to use any such information in any manner that may injure or cause loss, either directly or indirectly, to the AUTHORITY.

B. The CONSULTANT must maintain policies and programs that prohibit unauthorized disclosure of AUTHORITY PII and promote training and awareness of information security policies and practices. The CONSULTANT must comply, and must cause its employees, representatives, agents, and subcontractors to comply, with such commercially and operationally reasonable directions as the AUTHORITY may make to promote the safeguarding or confidentiality of AUTHORITY PII.

C. The CONSULTANT must conduct background checks for employees or subcontractors that have access to AUTHORITY PII or host AUTHORITY PII.

D. The CONSULTANT must limit access to computers and networks that host AUTHORITY PII, including without limitation through user credentials and strong passwords, data encryption both during transmission and at rest, firewall rules, and network-based intrusion detection software.

E. The CONSULTANT agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et. seq.) and Civil Code Section 1798.81.5(b). In addition, the CONSULTANT warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, and the State of California relating to the handling and confidentiality of AUTHORITY PII, including the terms and conditions contained in this Section.

This Section will survive termination or expiration of this Agreement.

## 2. DATA SECURITY

The CONSULTANT must provide those administrative, physical, and technical safeguards for protection of the security, confidentiality, integrity, and availability of AUTHORITY PII pursuant to the minimum standards of care recommended by the California Attorney General in her February 2016 report (See <https://oag.ca.gov/breachreport2016>). In particular:

A. The CONSULTANT agrees to properly secure and maintain any computer, hardware and software applications, or electronic media that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied to secure AUTHORITY PII that may be used, transmitted, or stored on such software in the performance of this Agreement.

B. The CONSULTANT, its employees, agents, subcontractors, and consultants may not download or otherwise store any AUTHORITY PII onto any CONSULTANT computer, desktop, laptop, thumb drives, disks, or other portable memory device without such data being encrypted.

C. The CONSULTANT represents that its hosting environment is built upon a secure infrastructure, which undergoes examinations from an independent auditor in accordance with the minimum standards of care recommended by the California Attorney General in her February 2016 report (see above). For added security, the CONSULTANT will use multi-factor authentication when accessing the infrastructure. In addition to the independent audit, the AUTHORITY will have the right at any time, upon reasonable notice, to audit and inspect: (i) the CONSULTANT's facilities where the AUTHORITY PII is stored or maintained; (ii) any computerized software used to share, disseminate or otherwise exchange AUTHORITY PII; and (iii) the CONSULTANT's security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures related to software where the AUTHORITY PII is shared, disseminated or otherwise exchanged. The audit and inspection rights hereunder will be for the purpose of verifying the CONSULTANT's compliance with this Agreement, and all applicable laws.

D. The CONSULTANT must process and store all AUTHORITY PII in a single-tenant environment and at no time will AUTHORITY PII be commingled with data of independent third-party users of the CONSULTANT's services.

E. The CONSULTANT must have vulnerability management programs to identify and minimize threats and risks on any software used to store or transmit AUTHORITY PII.

F. The CONSULTANT represents that the CONSULTANT's management access to the hosting infrastructure is limited to authorized support staff. The security architecture has been designed to control appropriate logical access to the infrastructure to meet industry standards that meet or exceed the Trust Services Criteria and Principles for Security, Availability, Integrity, and Confidentiality established by the AICPA.

G. Notwithstanding anything to the contrary in this Agreement, the CONSULTANT agrees to retain AUTHORITY PII for no longer than three days after the completion date of this Agreement and the AUTHORITY's confirmation that the CONSULTANT may proceed with such deletion. At the conclusion of this retention period, the CONSULTANT agrees to use a U.S. Department of Defense ("DoD")-approved method of removal of AUTHORITY PII from any files, with said service being included in the total cost of this Agreement. Discarded AUTHORITY PII will be unavailable and unrecoverable following the purge on any storage media including, but not limited to, magnetic disk, optical disk, and memory chips ("Storage Media"). The CONSULTANT agrees to destroy hard-copy documents containing AUTHORITY PII by means of a cross-cut shredding machine. The CONSULTANT also agrees to use DoD-approved methods, or an alternative AUTHORITY-approved method, to sanitize any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Agreement, the CONSULTANT will submit a certification to the AUTHORITY's Project Manager that all electronic or hard-copy format AUTHORITY PII has been destroyed in accordance with the Agreement.

This Section will survive termination or expiration of this Agreement.

### 3. NOTICE OF SECURITY BREACH

The CONSULTANT must immediately notify the AUTHORITY when it discovers that there may have been a data security incident that has or may have resulted in compromise to AUTHORITY PII. For purposes of this Section, immediately is defined as within twenty-four hours of discovery. The CONSULTANT must immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability—and must promptly alert the AUTHORITY of any such circumstances, including information sufficient for the AUTHORITY to assess the nature and scope of any suspected data breach. In the event of an unauthorized disclosure of AUTHORITY PII, the CONSULTANT will be liable for paying for the following costs to remediate any such unauthorized disclosure:

A. The reasonable cost of providing notice of the breach to individuals affected by such breach;

- B. The reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;
- C. The cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months; and
- D. Any other service required by applicable law.

The CONSULTANT must provide any information and/or support to the AUTHORITY in issuing the actual notification and, at the AUTHORITY’s sole discretion, the CONSULTANT must itself provide actual notification if the AUTHORITY desires. This Section will survive termination or expiration of this Agreement.

4. SERVICE LEVEL AGREEMENT

The following additional requirements apply to the software solution:

Application Availability. The CONSULTANT must provide 99.99% application availability and maintain logs establishing uptime and downtime for the duration of the Agreement.

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events.

Service Credit Calculation: An Outage will be deemed to commence when the Application is unavailable to the AUTHORITY and end when the CONSULTANT has restored availability of the services. Failure to meet the 99.99% Application Availability, other than for reasons due to an Excluded Event, will entitle the AUTHORITY to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to the AUTHORITY's monthly invoice for the affected month
<99.99% to 99.9%	10%
<99.9% to 99.75%	15%
<99.75% to 98.75%	25%
<98.75 to 97.75%	35%
<97.75%	50%

"Outage" means the accumulated time, measured in minutes, during which the AUTHORITY is unable to access the Application for reasons other than an Excluded Event.



“Excluded Event” means any event that results in an Outage and is caused by (a) the acts or omissions of the AUTHORITY, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by the CONSULTANT or its subconsultants; (c) Force Majeure events, excluding acts resulting in a breach of Confidential Information or Personally Identifiable Information; (d) scheduled or emergency maintenance, alteration or implementation provided during the Maintenance Period defined below; (e) any suspension of the services in accordance with the terms of the Agreement; (f) the unavailability of required AUTHORITY personnel, including as a result of failure to provide the CONSULTANT with accurate, current contact information; or (g) using an Application in a manner inconsistent with the product documentation for such Application.

“Maintenance Period” means scheduled maintenance periods mutually agreed upon by the AUTHORITY and CONSULTANT to maintain and update the services, when necessary. During these Maintenance Periods, the Services are available to the CONSULTANT to perform periodic maintenance services, which include vital software updates. The CONSULTANT will use its commercially reasonable efforts during the Maintenance Period to make the services available to the AUTHORITY; however, some changes will require downtime. The CONSULTANT will provide notice for planned downtime via an email notice to the primary AUTHORITY contact at least one day in advance of any known downtime so planning can be facilitated by the AUTHORITY.

“Monthly Minutes (MM)” means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

“Total Minutes Not Available (TM)” means the total number of minutes during the calendar month that the services are unavailable as the result of an Outage.

## 5. TRANSITION

Upon the termination or expiration of this Agreement, the CONSULTANT must cooperate fully with the AUTHORITY, and any successor consultant to provide to the AUTHORITY, and any successor consultant, electronic copies of all branding materials, logos, reports, designs, drawings, plans, specifications, schedules, information, payment history, payment records, and other materials prepared, or in the process of being prepared for the services to be performed by the CONSULTANT (Work Product) to ensure a smooth transition to a new software solution. All AUTHORITY PII must be protected, kept secure, and transmitted securely at all times in accordance with the terms of this Agreement. All Work Product must be provided in a format that is usable by the successor consultant, such as latest version of Microsoft WORD and/or EXCEL.

If the AUTHORITY terminates the Agreement, the CONSULTANT must begin preparing all Work Product to allow for a smooth transition to a successor consultant or to permit the AUTHORITY to operate a similar software solution in the future. Within 30 calendar days of the AUTHORITY's termination of the

Agreement, the CONSULTANT must transfer all other Work Product, including written reports, data, and other relevant information, to the AUTHORITY and the successor consultant. The AUTHORITY will withhold payment of CONSULTANT's final invoice until the CONSULTANT has ensured a smooth transition to the successor consultant or transmitted all required documents for the AUTHORITY's records, as determined by the AUTHORITY in its sole discretion.

Upon expiration of this Agreement, the CONSULTANT must transfer all other Work Product, including written reports, data, and other relevant information, to the AUTHORITY and the successor consultant (if applicable). The AUTHORITY will withhold payment of CONSULTANT's final invoice until the CONSULTANT has ensured a smooth transition to the successor consultant or transmitted all required documents for the AUTHORITY's records, as determined by the AUTHORITY in its sole discretion.