Request for Proposal (RFP)  
11-21  

Interactive Voice Response (IVR) System for Paratransit Transportation Services (ACCESS)  

Issued July 16, 2012  
Proposals Due at GCT by 3:00 p.m. (PST) August 22, 2012  

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TABLE OF CONTENTS

SECTION I – GENERAL INFORMATION ........................................................................................................... 4
  1.1 Introduction/Purpose .......................................................................................................................... 4
  1.2 Non-Mandatory Pre-Bid Conference .............................................................................................. 4
  1.3 Background ...................................................................................................................................... 4
  1.4 Project Description ........................................................................................................................... 5
  1.5 Action Dates .................................................................................................................................... 6
  1.6 Questions regarding RFP .................................................................................................................. 6
SECTION II – INSTRUCTION TO OFFERORS .............................................................................................. 7
  2.1 Submittal Deadline ............................................................................................................................ 7
  2.2 Conditions, Exceptions, Reservations or Understandings ............................................................... 7
  2.3 Proposal Response ............................................................................................................................ 7
  2.4 Proposal Content/Format .................................................................................................................. 8
  2.5 Modification of Proposals ................................................................................................................ 14
  2.6 Opening of Proposals ......................................................................................................................... 14
  2.7 Examination of the Request for Proposal ......................................................................................... 14
  2.8 Evaluation of Proposals ..................................................................................................................... 14
  2.9 Proposal Validity ............................................................................................................................... 15
  2.10 Changes to this Solicitation .............................................................................................................. 15
  2.11 Contract Document ........................................................................................................................ 15
  2.12 Proof of Responsibility ................................................................................................................... 15
  2.13 Failure to Respond ........................................................................................................................... 15
  2.14 Protest Procedures ......................................................................................................................... 15
  2.15 Pre-Contractual Expenses .............................................................................................................. 16
  2.16 Post Proposal Interview .................................................................................................................. 16
  2.17 Additional Information ..................................................................................................................... 16
  2.18 Financial Capability ........................................................................................................................ 17
  2.19 Reservation of Rights ....................................................................................................................... 17
  2.20 Taxes ............................................................................................................................................. 17
SECTION III – REQUIREMENTS ....................................................................................................................... 18
  3.1 General Description/Specifications ................................................................................................... 18
  3.2 Delivery .......................................................................................................................................... 18
  3.3 Option to Renew Contract ................................................................................................................. 18
  3.4 Disadvantaged Business Enterprise (DBE) Requirements ............................................................... 18
  3.5 Subcontracts ................................................................................................................................... 19
  3.6 Insurance ...................................................................................................................................... 19
  3.7 Workers’ Compensation ................................................................................................................... 20
  3.8 Hold Harmless and Indemnity .......................................................................................................... 20
  3.9 Patent Rights .................................................................................................................................. 20
  3.10 Invoices, Payment and Cash Discount ............................................................................................ 21
  3.11 Federal, State and Local Laws ........................................................................................................ 21
  3.12 ADA Requirements ......................................................................................................................... 21
  3.13 Warranty and Guaranty Requirements ........................................................................................... 21
  3.14 Forms, Certifications and Information to be Submitted with Proposal .................................... 21
  3.15 Post-Award Submission Requirements .......................................................................................... 22
SECTION IV - GENERAL PROVISIONS

4.1 Complete Agreement
4.2 Order of Precedence
4.3 No Obligation by the Federal Government
4.4 Gold Coast Transit Designee
4.5 GCT Project Manager
4.6 Interest of Employees
4.7 Interest of Members of Congress
4.8 Independent Contractor
4.9 Convict Labor
4.10 Notice of Labor Dispute
4.11 Subcontractors and Assignments
4.12 Prompt Payment to Subcontractors
4.13 Safety and Health
4.14 Quality
4.15 Inspection and Acceptance - Construction
4.16 Title and Risk of Loss
4.17 Changes
4.18 Force Majeure
4.19 Suspension and Debarment
4.20 Energy Conservation
4.21 Access to Records
4.22 Assignment of Contract
4.23 Arbitration
4.24 Remedies/Breach of Contract
4.25 Attorney Fees
4.26 Disputes
4.27 Venue and Place of Contracting
4.28 Program Fraud and False or Fraudulent Statements or Related Acts
4.29 Termination for Convenience
4.30 Termination for Default

EXHIBITS
A – Project Specifications
B – Proposal Evaluation Method and Criteria
C - Instructions and Information to Comply with Insurance Requirements

ATTACHMENTS
1. Proposal Form
2. Server Requirements Form
3. Desktop Requirements Form
4. Requirements Checklist
5. Certification Regarding Lobbying
6. Buy America Certification
7. Guaranty
8. Bidders List Form
SECTION I – GENERAL INFORMATION

This Request for Proposal (RFP) has been posted on Gold Coast Transit (GCT) website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror’s responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

1.1 Introduction/Purpose

Gold Coast Transit (GCT) requests written proposals for Interactive Response System (IVR) to support our ACCESS paratransit services located at nearby Maulhardt Avenue. Proposals are to include all labor, material, tools, equipment, incidentals, licensing, maintenance and support as described in this solicitation.

GCT plans to review technical and price proposals in response to this RFP and possibly conduct interviews with selected Offerors it determines are in a competitive range to provide GCT the best value for the required system after taking into consideration price and other factors. Evaluation of proposals and selection of the firm to be awarded a contract for this project will be in accordance with the below provision entitled "Proposal Evaluation Criteria."

Whether this solicitation is an Invitation for Bids (IFB) or Request for Proposals (RFP), as well as in the resultant contract, we may interchangeably use the terms “bid,” “offer” or “proposal” to mean your response to this solicitation. Also, we may interchangeably use the terms “offeror,” “offeror” or “proposer” meaning you as the responder to this solicitation. In addition, the terms “successful offeror,” “successful offeror,” “successful proposer,” “supplier,” “vendor” and “contractor” have the same meaning as the party to which a contract is awarded.

1.2 Non-Mandatory Pre-Bid Conference

Offerors are strongly encouraged to attend the pre-bid conference on Thursday, August 2, 2012 at 10:00 a.m. (PST) to receive specific information about the project, the bid requirements and process, and to discuss particular questions that may occur as a result of review of this IFB/RFP. The pre-bid conference will be held at the GCT facility at 301 East Third Street, Oxnard, CA 93030 (entrance is on Garfield St.).

1.3 Background

GCT ACCESS (ACCESS) provides Paratransit-related transportation services to members of the local community with mobility issues. ACCESS passengers are comprised of seniors, 65 years of age and older as well as ADA certified disabled individuals who cannot use the fixed route services for some or all of their travel. The selected vendor will provide a service that leverages advanced technologies to enhance delivery of the ACCESS program.
1.4 **Project Description**

The purpose of the Request for Proposal (RFP) is to contract for systems integration services, hardware, software, installation, and ongoing maintenance and 24/7 technical support for the provision of an integrated communications subsystem and IVR system for GCT’s paratransit program known as GCT ACCESS.

The project is intended to create an Interactive Voice Response (IVR) System to be accessed via public telephone numbers. Ease of use is a key requirement for both GCT staff and customers. To this end, the selected IVR system must not require complex routines for the import and export of trip, schedule or temporal data. It must also have the ability for passengers to receive and interact with an industry-proven touch-tone based system.

The phases of this project include design, installation, configuration, testing, and implementation of a single mode, fully populated base system. The project also includes planning, training, and development of the data in collaboration with Gold Coast Transit’s (GCT) Paratransit and IT staff; and GCT’s paratransit software vendor, Trapeze.

GCT is requesting proposals from firms interested and capable of providing systems integration for IVR systems hardware, software, and installation services. The selected IVR system should be fully maintainable, include accurate and timely incorporation of paratransit data via telephone, and provide procedures for recovering from hardware and software failures.

GCT seeks to improve and better manage Paratransit operational efficiencies through the integrated use of an IVR system. IVR technology will afford operations the ability to reduce customer call wait times by automating customer information for canceling and confirming trips; reduce no-shows by providing trip reminders; and increase efficiency through information integration with other technologies.

The IVR system shall initially be capable of handling a demand-response system of over 6,300 registered clients (of whom approximately 900 are active) and over 300 one-way trips per weekday. Call volume currently processed is **450 average** incoming calls per weekday and will be increased by the necessary outbound calls as detailed in this specifications document. The IVR system will include associated equipment required by GCT to successfully operate the system independently. However, it shall have the capability of handling up to 50% more with the initial systems hardware and infrastructure provided. The system proposed must be scalable in terms of system capabilities, hardware, software, data, etc. to fit GCT’s needs based on expansion of operations.

The requested systems integration services shall include, but not be limited to, system design, additional software and operational integration of new and existing software, and hardware components. The installation phase shall include developing a test bed, field-testing, installing, training, and other services, as defined by the RFP.
Responding firms should enter into this process seriously with the same commitment as GCT has to improving transportation and mobility for the transportation disadvantaged through transit services that safely transport their customers to their destinations reliably with care and respect.

Inadvertent errors or omissions by GCT in the information (or Request for Proposal) that follows shall not relieve the Contractor of the obligations of providing industry standard components and systems of proven warrantable commercial quality that meet or exceed the objectives of these technical specifications.

1.5 Action Dates.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>July 16, 2012</td>
</tr>
<tr>
<td>Pre-Bid Conference</td>
<td>August 2, 2012</td>
</tr>
<tr>
<td>Deadline for Offeror's Questions</td>
<td>August 13, 2012</td>
</tr>
<tr>
<td>GCT Response to Questions</td>
<td>August 17, 2012</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>August 22, 2012</td>
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<tr>
<td>Contract Award</td>
<td>TBD</td>
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<tr>
<td>GCT Schedule Interviews, if any</td>
<td>TBD</td>
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<tr>
<td>Conduct Interviews, if needed</td>
<td>TBD</td>
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<tr>
<td>Kick-off Meeting</td>
<td>Within 10 days ARO</td>
</tr>
<tr>
<td>Contract award/PO Issued</td>
<td>TBD</td>
</tr>
<tr>
<td>Complete Performance</td>
<td>TBD</td>
</tr>
</tbody>
</table>

The awarded contractor may not work until a meeting between representatives of the contractor and GCT is held. The meeting shall be held at GCT’s facility at a date and time to be established.

1.6 Questions regarding RFP

All questions concerning the RFP may be directed to Marlena Kohler, Purchasing Manager/DBE Officer at mkohler@goldcoasttransit.org.

Questions must reference the appropriate page and section number, and must be submitted by the deadline set forth in Section 1.4 above. GCT may not respond to questions received after the deadline. GCT’s responses to offeror’s questions will be posted on GCT’s website. GCT reserves the right to amend answers prior to the offeror’s submission deadline.

Respondents must notify GCT of any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in the RFP by the deadline for submitting questions and comments. If a respondent fails to notify GCT of these issues, it will submit an offer at its own risk, and if awarded a contract: (1) shall have waived any claim of error or ambiguity in the RFP or resulting contract, (2) shall not contest GCT’s interpretation of such provision(s), and (3) shall not be entitled to additional compensation, relief or time by reason of the ambiguity, error or its later correction.
SECTION II – INSTRUCTION TO OFFERORS

2.1 Submittal Deadline

Completed proposals, including any applicable addendums, should be sealed and clearly marked: REQUEST FOR PROPOSAL 11-21, PARATRANSIT IVR and must be delivered no later than 3:00 p.m. on August 22, 2012 to:

Gold Coast Transit
301 E. Third Street
Oxnard, CA 93030
Attn: Marlena Kohler, Purchasing Manager/DBE Officer

The Offeror’s company name and address shall appear in the upper left corner of the package.

2.2 Conditions, Exceptions, Reservations or Understandings

Offerors are cautioned to limit exceptions, conditions and limitations to the provisions of this RFP, as they may be determined to be so fundamental as to cause rejection of the Proposal for not responding to the requirements of the RFP.

Any and all Deviations must be explicitly, fully and separately stated in the Proposal by completing Form for Proposal Deviation, setting forth at a minimum the specific reasons for each Deviation so that it can be fully considered and, if appropriate, evaluated by the Agency. All Deviations shall be evaluated in accordance with the appropriate evaluation criteria and procedures and may result in the Offeror receiving a less favorable evaluation than without the Deviation.

Form for Proposal Deviation shall be included in the Technical package.

2.3 Proposal Response

Offerors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked “Base Proposal” and the others shall be marked “Alternate Proposal 1”, “Alternate Proposal 2”, etc. Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP. GCT will not furnish additional packages; Offeror may reproduce the RFP to submit alternate proposals.

Offerors are responsible for making certain their proposals are received by GCT on or before the Proposal Submittal Deadline. The receiving time in GCT (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.

The attached Proposal Form must be properly executed, with all blank spaces filled in, signatures in longhand, and without line-outs, alteration, or erasure. Each proposal
Paratransit IVR  RFP 11-21

must give the full business address of the Offeror and be signed by him/her with his/her usual signature. Offers by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Offers by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing will also be typed or printed on the form. An offer by a person who affixes to his signature the word “President”, “Secretary”, “Agent” or other designation, without disclosing his principal, may be held to the bid of the individual signing. When requested by GCT, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

Any proposal conditioned in whole or in part on the revision or omission of any requirement or provision in the solicitation or on the inclusion of an escalation clause or any other requirement or provision not contained in the solicitation will be rejected unless this procurement is negotiated.

Each proposal will be received with the understanding that acceptance by GCT of the bid to provide the goods and services described herein shall constitute a contract between the Offeror and GCT which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted bid and specifications.

A proposal may be withdrawn by written request received from the Offeror prior to the time set for opening of bids/closing of proposals. The Offeror may not withdraw its bid for a period of 90 calendar days after the date set for the opening of bids/closing of proposals. If award is delayed in whole or part beyond that period, such award shall be conditioned on the Offeror’s acceptance.

2.4 Proposal Content/Format

The proposal package shall include both a technical and a price proposal. The applicable documents, forms and certifications required in an adequate bid for this solicitation are located in Section III. Offerors should submit their offers to include the elements specified in Section III.

Offerors shall submit one (1) original (marked clearly as such) and three (3) hard copies of the Proposal to the Agency. In case of any discrepancies, the original will be considered by the Agency in evaluating the Proposal.

The hard-copy Proposals shall be prepared double-sided on 8½ × 11 in. paper in at least 11-point font. The hard copies shall be binded or contained in three-ring binders, the contents of which are identified on the outside. Use of 11 × 17 in. foldout sheets for large tables, charts or diagrams is permissible but should be limited. Elaborate formatting is not necessary. Do not provide promotional or advertising information,
unless this information is requested and/or is necessary to support the technical submittal.

1. **PROPOSAL PACKAGE ASSEMBLY.** The package will be assembled in the following order:

   a. Title Page (include name, address, phone, fax, web address and email)

   b. Table of Contents

   c. Introductory or general comments to include the Offeror’s Understanding of the Project. Also address any concerns or indicate lack of concern with the specifications, other requirements and any General or Special Provisions that would be included in a contract.

   d. Technical Proposal to include the content arranged as described in paragraph 2 under “Technical Proposal” below

   e. Price Proposal as described below

   f. Other Attachments in the following order:

      1) Server Requirements Form, **Attachment 2**

      2) Desktop Requirements Form, **Attachment 3**

      3) Requirements Checklist, **Attachment 4**

      4) Lobbying Certification, **Attachment 5**

      5) Proposed Schedule (Offeror label as **Attachment 8**)

      6) Proposed Licensing Agreement (Offeror label as **Attachment 9**)

      7) Proposed Maintenance and Support Agreement (Offeror label as **Attachment 10**)

      8) Bidders List Form, **Attachment 11**

2. **TECHNICAL PROPOSAL**

   1. **General Guidance and Acknowledgement.** The Technical Proposal should be clearly written and as brief as possible while providing all the information requested. GCT considers a technical proposal should be no more than 25 pages excluding attachments. By submission of a technical proposal, the Offeror acknowledges having read and understood the specifications.
2. Content and Arrangement. The Technical Proposal will be arranged in the order indicated in the following subparagraphs to include the content indicated:

A. Goals, Objectives and Intent. In Project Specifications (Exhibit A) of this RFP, GCT state its intent for this project and its goals and objectives. Indicate briefly how the Offeror will be able to help GCT meet the goals, objectives and intent.

B. Technical Response to the RFP Specifications. Exhibit A-Project Specifications of RFP identify the specifications applicable to the IVR System GCT plans to award a contract for. Starting with paragraph 1, list the paragraph number and heading for each paragraph followed by comments and information that indicate the Offerors ability to satisfy the applicable specification. Indicate briefly the relevant features, functions or capabilities of the proposed system. To substantiate any specific response, the Offeror may be asked to provide an interactive demonstration and report examples.

In addition, for each of the paragraphs, include an applicable response to the specific issue or question that is listed:

1) General System Requirements. Identify other capabilities, if any, the proposed system provides that are in addition to those required to satisfy the specification, but which the Offeror believes will add value for GCT. Explain the capability and its added value in the Technical Proposal and state the additional cost, if any, in the Price Proposal Form, Attachment 1.

2) Documentation and On-Line Help (Para. 19). Describe Help Desk, web and other assistance available, including any limitations or additional charges.

3) Current Environment (Para. 20).

   a) Indicate in detail all the infrastructure requirements of the proposed system.

   b) Indicate the requirements for hardware and any known software compatibility issues that may affect installation on a shared server.

   c) The Offeror shall complete Attachment 2 -Server Requirements Form and Attachment 3 - Desktop Requirements Form.

   d) If additional hardware or devices are, or may be, required to support the system the Offeror will identify these requirements.
e) If components of the application are web-enabled, the Offeror will indicate which components or functionality is provided through a web client and the technology infrastructure required for delivery.

4) Licensing (Para. 22). Identify the number of licenses included in the proposed costs (based on a staff of 20 persons) and the nature of the licenses (i.e. seat, concurrent, enterprise, number of calls, etc.). The proposed price for all licenses will be provided in the Price Proposal Form, Attachment 1, by years 1 through 10 with the understanding that years 6 through 10 may be exercised at GCT’s option. If more than one license is required, provide additional sheets showing a breakdown of the price for each license for each year.

As an attachment to the proposal, provide a copy of a proposed License Agreement showing the terms and conditions expected to be applicable for an initial five year period plus five one-year option periods. The agreement should show compliance with the requirements of the specifications.

5) Maintenance and Support (Para. 23). As an attachment to the proposal, provide a copy of a proposed Maintenance and Support Agreement showing the terms and conditions expected to be applicable for an initial five year period plus five one-year option periods. Details on support/service level agreements (on-site service, 24/7 access, minimum response times, etc.) are to be included. For each service level a detailed description of what is included (Contractor support desk hours, methods of submitting requests and receiving support, escalation procedures, upgrades, etc.) is to be provided along with the associated costs if any.

The warranty is to be included in full in the proposal. Identify any optional services in this section and include their associated costs in the Price Proposal Form, Attachment 1.

6) Future Technologies (Para. 27). Identify capabilities of the proposed system to streamline, integrate or reconcile data and processes with the following to include reference to conformance to industry standards and open architecture:

a) Ability for Operators to call-in and obtain for sign-in times for shifts via automated response system. Requires Trapeze compatibility.

b) Ability for passengers to call-in and obtain trip times via automated response system. Requires Trapeze compatibility.

c) Wireless Application Protocol (WAP) Schedule Reporting which allows users to download transit schedules to wireless devices.
d) Customer Service Application to store data on customer complaints and feedback, as well as follow-up action.

e) Customizable Announcements to announce service changes, emergency messages and public service announcements

7) Project Implementation (Para. 28). GCT strongly desires that implementation of this project be effective no later than October 2012. Provide a schedule with key milestones and an indication of responsibility for specific elements.

8) Identify any features and capabilities of the proposed system

9) The Offeror shall complete Attachment 4 Requirements Checklist.

C. Offeror Experience & Qualifications. Provide the following information:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- Dun and Bradstreet number.
- Offeror's bank of record.
- Length of time in business, annual revenues and financial stability.
- Background of the company and why Offeror is qualified to provide the service as described in this RFP.
- Location.
- Experience with Interactive Voice Response (IVR) Systems.
- Experience in the Transit industry.
- Experience with transit projects of similar size and scope.
- Number of employees.
- Location (s) from which employees will be assigned.
- Background of staff who would be involved in the project.
- Name, address and telephone number of the Offeror's point of contact for a contracting resulting from this RFP.
- If the Offeror has provided services for Gold Coast Transit in the past, identify the name of the project and the primary GCT contact person for which they provided these services. Include other resources, including total number of employees, and number and location of offices. Offeror's must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Offeror or in which the Offeror has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. GCT reserves the right to reject any proposal based upon the Offeror's prior history with GCT or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious
demeanor, significant failure(s) to meet contract milestones or other contractual failures.

E. **Subcontractors.** Provide a list of subcontractors and/or consultants expected to be used for this project. Include the following information:

- Company Name
- Person’s Name
- Title
- Function performing
- Percentage/monetary value of their services to the whole of the project.

D. **References.** Provide three (3) references (clients), preferably transit agencies, for which similar work has been performed within the last three (3) years. Information should include the following:

- Corporate Name
- Address
- Contact Person
- Phone
- Fax
- Email
- Description of Work
- Cost of Project

F. **Proposed Project Team.** Provide a narrative description of the organization of the proposed project team and a personnel roster that identifies each person who will actually work on the contract. Include the following information about each person listed:

- Name
- Title
- Résumé
- Location(s) where work will be performed

3. **PRICE PROPOSAL**

The Price Proposal Form, **Attachment 1**, is the means for the Offeror to provide proposed pricing for the various elements needed to comply with the specifications, general and special provisions and any other requirements of the RFP which can be expected to be part of a contract for the IVR software system. Provide pricing for a License Agreement and a Maintenance and Support Agreement. Pricing, if any, for system capabilities in addition to those required to meet the specifications may also be provided. By an authorized signature on the form, the Offeror acknowledges having read and understood the RFP.
2.5 **Modification of Proposals**

Any Offeror who wishes to make modifications to a proposal already received by GCT must withdraw its proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror’s authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals at any time prior to the due date and time by submitting notification of withdrawal signed by the Offeror’s authorized agent.

Proposals cannot be changed or modified after the date and time designated for receipt.

2.6 **Opening of Proposals**

Proposals will not be opened publicly, but a list of the names of companies submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals (excluding proprietary information) will be made public and may be inspected at the time of award.

2.7 **Examination of the Request for Proposal**

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to Offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Offerors from any obligation with respect to this proposal.

2.8 **Evaluation of Proposals.**

It is anticipated a contract will be awarded to the responsive, responsible Offeror with the lowest overall cost, price and other factors considered. “Other factors” include, but may not be limited to, a Offeror’s technical capability and verifiable level of responsibility to carry out the required project. GCT will be the sole judge as to the definition and interpretation of the terms “responsible,” “responsive” and “lowest overall cost.” Proposals will be evaluated by GCT based on the following criteria which are listed in their relative order of importance:

a. Functionality and Technical Response to the Specifications

b. Proven Performance
c. Qualifications and Experience of Key Personnel

d. Cost

2.9 **Proposal Validity**

Proposals submitted hereunder shall be firm for 120 calendar days from the due date unless otherwise qualified.

2.10 **Changes to this Solicitation.**

Any interpretation or correction of this solicitation including its descriptions and specifications will only be made by written addenda. Any addenda or bulletins issued during the time of bidding shall be considered in the bid and be made part of the contract. Receipt of such addenda, if any, shall be acknowledged by the Offeror in the space provided on the Proposal Form.

2.11 **Contract Document.**

This RFP, including any addenda, will become the contract document by inclusion of a cover page/notice to proceed incorporating applicable information from the successful offeror’s bid and which will have been signed by the appropriate GCT authority. The resultant contract will be firm fixed price.

2.12 **Proof of Responsibility**

An Offeror, if requested, must be prepared to present evidence of experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in the IFB/RFP. An Offeror must be either the principal of the firm or authorized agent of such firm.

2.13 **Failure to Respond.**

GCT may remove from mailing lists for future IFBs/RFPs, for an undetermined period of time, the name of any Offeror for failure to accept a contract, failure to respond to two (2) consecutive IFBs/RFPs and/or unsatisfactory performance. Please note that a "No Bid" is considered a response.

2.14 **Protest Procedures.**

All protests must be in writing, stating the name and address of protestor, a contact person, Contract number and title. Protests shall specify in detail the grounds of the protest and the facts supporting the protest. All protests must be addressed as follows:

Steve Rosenberg, Director of Administrative Services
Gold Coast Transit
301 East Third Street, Oxnard, CA 93030
Protests not properly addressed to the address shown above may not be considered by the Agency.

a. Pre-Proposal Protests. Pre-Proposal protests are protests based upon the content of the solicitation documents. Three copies of Pre-Proposal protests must be received by the Agency’s office no later than fifteen (15) calendar days prior to the Due Date. Protests will be considered and either denied or sustained in part or in whole, in writing, in a manner that provides verification of receipt, prior to the Due Date for Proposals. A written decision specifying the grounds for sustaining all or part of or denying the protest will be transmitted to the protestor prior to the Due Date for Proposals in a manner than provides verification of receipt prior to the Due Date for Proposals. If the protest is sustained, the Proposal Due Date may be postponed and an addendum issued to the solicitation documents or, at the sole discretion of the Agency, the solicitation may be canceled. If the protest is denied, Proposals will be received and opened on the scheduled date unless a protest is filed with FTA. See “FTA Review,” below.

b. Protests on the Recommended Award. All Offerors will be notified of the recommended award. This notice will be transmitted to each Offeror at the address contained in its Proposal form in a manner that provides verification of receipt. Any Offeror whose Proposal has not lapsed may protest the recommended award on any ground not specified in “Pre-Proposal Protests,” above. Three (3) copies of a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest must be received by the Agency at the appropriate address in “Address,” above, no later than ten (10) calendar days after the date such notification is received. Prior to the issuing of the Notice of Award, a written decision stating the grounds for allowing or denying the protest will be transmitted to the protestor and the Offeror recommended for award in a manner that provides verification of receipt.

2.15 Pre-Contractual Expenses.

Expenses incurred by the Offeror to prepare a proposal, submit it, conduct negotiations and other expenses incurred in proposal preparation are the Offeror’s liability and shall not be included as part of the proposal.

2.16 Post Proposal Interview.

After GCT’s review of each Offeror’s submitted proposal, GCT may call references and may conduct interviews with selected Offerors it determines can best meet the above requirements at a reasonable price. GCT may choose to conduct interviews in person or by phone. If a Offeror is expected to attend an interview, at least two (2) days advance notice will be given. It should be expected that GCT will request a demonstration of the proposed software as part of the interview process. A request for best and final offers (BAFO) may also be made.

2.17 Additional Information.
If during the evaluation process, GCT is unable to determine as offeror’s ability to perform, GCT has the option of requesting any additional information which GCT deems necessary to determine the offeror’s ability. The offeror will be notified and permitted five (5) working days to comply with any such request.

2.18 Financial Capability.

Financial stability is required for consideration as a responsible offeror. Offeror shall submit information indicative of its ability to perform by providing credit and client references as indicated in Section 2.3, item d. and the firm’s Dun and Bradstreet (D&B) number (DUNS number) if any. If provided information is determined to be insufficient, GCT may ask for additional verification of the offeror’s financial capability.

2.19 Reservation of Rights.

GCT reserves the following rights if using them will be more advantageous to GCT:

a. Accept or reject any and all bids, or any item or part thereof.
b. Waive any informalities or irregularities in bids.
c. Withdraw this IFB/RFP at any time without prior notice.
d. Not award a contract to any offeror responding to this IFB/RFP.
e. Postpone bid opening.
f. Award a contract without negotiations or discussions.

2.20 Taxes.

GCT is exempt from payment of Federal Excise and Transportation Taxes. Sales tax is not applicable to services.
SECTION III – REQUIREMENTS

3.1 **General Description/Specifications.**

This procurement is for an Interactive Voice Response (IVR) System for Gold Coast Transit’s Paratransit Transportation Services (ACCESS). Proposals are to include all labor, material, tools, equipment, incidentals, licensing, maintenance and support in accordance with Exhibit A-Project Specifications, attached.

3.2 **Delivery.**

GCT strongly desires that implementation of this project be effective no later than October 2012 so that the IVR system can be used to provide customer service beginning November 2012. As indicated in Exhibit A, the Offeror will provide a proposed schedule for the project. The contract delivery schedule will be the result of negotiations based on that proposal information.

3.3 **Option to Renew Contract.**

In consideration of the contract, the Contractor hereby grants to GCT the option(s) to extend the license and software maintenance and support service agreements with the Contractor as referenced in this contract, but issued under separate agreement, for up to five one-year period(s). The option for each year may be exercised separately in writing at any time on or before sixty (60) calendar days prior to expiration of the contract period awarded to that time. Compensation related to each option year for both the license and the maintenance and support agreements shall be included in the original contract.

Prior to exercising an option, GCT shall serve notice to the Contractor of its intention to extend the contract into and through an additional one-year period. Such notice shall not be deemed to commit GCT to such extension, nor shall it be binding upon the Contractor if postmarked less than sixty (60) days prior to the expiration of the current contract period.

It shall be mutually understood and agreed that all work performed and services provided under any exercised option shall be in strict compliance with all requirements of the contract, as amended.

Additionally, it shall be mutually understood and agreed that: 1) GCT is under no obligation to exercise the option(s); 2) No representations have been made by GCT committing it to exercise the option(s); and 3) GCT may procure such option requirements elsewhere. Such option(s) may be exercised by modification of the contract or by issuance of a new contract.

3.4 **Disadvantaged Business Enterprise (DBE) Requirements.**

GCT’s emphasis on an effective DBE program is addressed in Section III provision entitled "Disadvantaged Business Enterprise (DBE)."
No DBE goal is assigned to this procurement, but the resultant Contractor shall be required to report purchases it makes with DBE firms as specified in the Section IV provision.

The Offeror shall also indicate on the attached Price Proposal Form whether it is an eligible DBE. If the Offeror attests to being a DBE, a copy of the document that certifies it as a DBE shall be provided with its bid.

3.5 **Subcontracts.**

The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction, is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

3.6 **Insurance.**

The Contractor shall at its own cost and expense, procure and maintain during the term of this agreement the following insurance:

a. Commercial Automobile Liability and Physical Damage with a $1,000,000 Combined Single Limit.

b. Commercial General Liability Insurance for Personal Injury and Property Damage. Coverage to be extended with the following endorsements to the policy for a liability limit of not less than $1,000,000 per occurrence / $2,000,000 in aggregate:

1). Operations - Premises Liability
2). Independent Contractors Liability - Broad Form
3). Contractual Liability covering the Contractor's obligations herein
4). Personal Injury Liability extending to claims arising from employees of the Contractor

c. Workers' Compensation Insurance Coverage will be with limits as established and required by the State of California.
For further guidance see Exhibit C to the solicitation or contract in which this provision is included and which is entitled "Instructions and Information to Comply with Insurance Requirements."

The Contractor shall, within ten (10) days of notice of award of the contract, provide GCT with Certificates of Insurance to include the coverage in subparagraphs a, b and c above. The certificates for coverage in subparagraphs a and b shall make provision for cross liability and contain the following language:

- “Gold Coast Transit (GCT) is an additional insured.”
- “The liability assumed by Contractor under the provisions of the Hold Harmless and Indemnity clause contained in the contract is covered by the terms of this policy.”
- “The policy will not be cancelled or materially changed without thirty (30) days prior written notice to GCT.”
- “The Contractor’s policy is primary and non-contributory over any other insurance carried by GCT.”

3.7 Workers’ Compensation.

Section 3700 of the California Labor Code requires the securing of compensation by all non-state employers. By submission of its Bid, the Offeror attests to understanding the Code requirement and shall comply with it.

3.8 Hold Harmless and Indemnity.

Contractor shall indemnify, defend and hold harmless GCT, its officers, directors, employees and agents from and against any and all claims (including Attorney’s fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of Contractor, its officers, directors, employees, agents, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

3.9 Patent Rights.

The Contractor agrees to defend and pay the entire cost of defending any claim or suit whenever or wherever made or brought against GCT based upon an infringement or alleged infringement of such letters patent, and to indemnify and save harmless GCT from and against any and all liability, damage, loss or injury adjudged or sustained in any such claim or suit, or adjudged or sustained by reason of the product to be furnished hereunder constituting an infringement of any letters patent or adjudged or sustained by reason of inability of GCT to use said product because of any infringement or alleged infringement of any letters patent, provided the purchaser gives Contractor prompt notice in writing of knowledge of any suit and knowledge of all information necessary to defend same.
3.10 **Invoices, Payment and Cash Discount.**

Invoice(s) shall be submitted after final delivery of specified goods or services unless progress or partial payments are authorized elsewhere in the contract. Invoice(s) shall include the purchase order or contract number, item(s) for which payment is invoiced, quantity, unit price, extension and any cash discount offered. Payment will be made based on actual services and/or material delivered and accepted and for which invoices are received and approved by the GCT Technical Representative or Project Manager. Terms are net 10th of the following month unless a cash discount is accepted. In connection with any cash discount specified on this order, time will be computed from the date of complete acceptance of the supplies, equipment or services as specified, or from date correct invoices are received in the GCT Administrative Office if the latter date is later than the date of acceptance. For the purposes of earning the discount, payment is deemed to be made on the date of mailing of the GCT warrant or check.

3.11 **Federal, State and Local Laws.**

Contractor warrants that in the performance of this Agreement it shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated there under. If this contract is funded with federal funds, the contractor shall also comply with applicable Federal Transit Administration (FTA) directives. Since laws, regulations, directives, etc. may be modified from time-to-time, the contractor shall be responsible for compliance as modifications are implemented. The Contractor’s failure to comply shall constitute a material breach of this contract.

3.12 **ADA Requirements.**

The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

3.13 **Warranty and Guaranty Requirements.**

The Offeror will provide a guaranty as to its work as addressed in Attachment 7 which is to be provided after contract award by the time specified in Section 1.5. Further, for any equipment, material or supplies provided to GCT in accordance with a contract resulting from this solicitation, the Contractor shall pass through to GCT all warranties of manufacturers, vendors or suppliers. Written copies of said warranties shall be provided to GCT prior to contract completion.

3.14 **Forms, Certifications and Information to be Submitted with Proposal.**

The below forms, certifications and information requirements are to be included in the Offeror’s proposal. Unless otherwise stated, they should be completed, signed and returned in the number of copies specified.
a. Proposal Form. See Attachment 1. Provide original and one copy.

b. Lobbying Certification (only if the bid exceeds $100,000). See Attachment 5. Provide original only.

c. Buy America Certification. (only if the bid exceeds $100,000). See Attachment 6. Provide original only.

d. Guaranty. See Attachment 7. Provide original only.

3.15 Post-Award Submission Requirements.

Failure to provide within ten (10) calendar days after award of contract the following completed and signed forms and certificates will result in cancellation of award:

a. Certificate of Insurance as explained in the provision entitled “Insurance” in Section 3.6.

b. Guaranty. The successful Offeror shall submit to GCT the executed and notarized "Guaranty" form included as Attachment 7 in this RFP.
SECTION IV - GENERAL PROVISIONS

The following provisions apply to the solicitation to which this section is attached and to any contract that results from the solicitation:

4.1 **Complete Agreement.**

a. This Agreement (which also may be herein referred to as "Contract"), including all exhibits and other documents incorporated or referenced in the agreement, constitutes the complete and exclusive statement of the terms and conditions of the agreement between GCT and Contractor and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.

b. GCT's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of GCT's right to such performance by Contractor or to future performance of such terms or conditions and Contractor's obligation in respect thereto shall continue in full force and effect. Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve it from responsibility for successfully performing the work without additional expense to GCT.

c. GCT assumes no responsibility for any understanding or representations concerning conditions made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by GCT are expressly stated in this Agreement.

d. Changes to any portion of this Agreement shall not be binding upon GCT except when specifically confirmed in writing by an authorized representative of GCT.

4.2 **Order of Precedence.**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including its exhibits; (2) the provisions of the IFB/RFP on which the contract is based including any and all Addendums; (3) the bid submitted to GCT by the Contractor in response to said IFB/RFP; and (4) any other documents cited or incorporated herein by reference. In the event of conflicting provisions between drawings, if any, and specifications, specifications shall take precedence.

4.3 **No Obligation by the Federal Government.**

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

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

4.4 **Gold Coast Transit Designee.**

The General Manager of GCT, or designee, shall have the authority to act for and exercise any of the rights of GCT as set forth in this Agreement, subsequent to and in accordance with the authority granted by GCT's Board of Directors.

4.5 **GCT Project Manager.**

The GCT Project Manager is Margaret Heath, Paratransit & Special Projects Manager. Her phone number is (805) 483-3959, extension 120.

4.6 **Interest of Employees.**

No board member, officer, or employee of GCT, during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. To each party's knowledge, no board member, officer, or employee of Gold Coast Transit has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than GCT, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) and Title 9, Chapter 7 (commencing with Section 87100) of the Government Code of the State of California.

4.7 **Interest of Members of Congress.**

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising there from.

4.8 **Independent Contractor.**

Contractor's relationship to GCT in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under Contractor's exclusive direction and control and shall be employees of Contractor and not employees of GCT. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not
limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters.

4.9 **Convict Labor.**

In connection with the performance of work under this Agreement, Contractor agrees not to employ any person undergoing sentence of imprisonment at hard labor. This does not include convicts who are on parole or probation.

4.10 **Notice of Labor Dispute.**

Whenever Contractor has knowledge that any actual or potential labor dispute may delay its performance under this Agreement, Contractor shall immediately notify and submit all relevant information to GCT. Contractor shall insert the substance of this entire clause in any subcontract hereunder as to which a labor dispute may delay performance under this Agreement. However, any subcontractor need give notice and information only to its next higher-tier subcontractor.

4.11 **Subcontractors and Assignments.**

a. Pursuant to the provisions of the California Public Contract Code Section 4104 every Offeror shall in the bid set forth:

1). The name and location of the place of business (address) of each subcontractor who will perform work or labor or render service to the Offeror in or about the work in an amount in excess of one-half of one percent of the Offeror's total bid; and

2). The dollar amount of the work which will be done by each such subcontractor.

b. If the Offeror fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half of one percent of the Offeror's total bid, or if the Offeror specifies more than one (1) subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the Offeror's total bid, the Offeror agrees to perform that portion. The successful Offeror shall not, without the express written consent of GCT, either:

1). Substitute any person, firm, or corporation as subcontractor in place of the original subcontractor designated in the original bid; or

2). Permit any subcontract to be assigned or transferred; or

3). Allow it to be performed by anyone other than the original subcontractor listed in the bid.

c. Every Offeror shall in the bid set forth the name and location of the place of business (address) of each subcontractor certified as a Disadvantaged Business
Enterprise (DBE) who will perform work or labor or render service to the prime contractor in connection with the performance of the contract.

4.12 **Prompt Payment to Subcontractors.**

The Contractor shall pay any Subcontractors approved by GCT for work that has been satisfactorily performed no later than thirty (30) days from the date of Contractor's receipt of progress payments by GCT. Within thirty (30) days of satisfactory completion of all work required of the Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor.

4.13 **Safety and Health.**

The Contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

4.14 **Quality.**

All material and workmanship shall be of the highest grade, in accordance with the best modern practice. All materials and parts comprising the product shall be new and unused.

4.15 **Inspection and Acceptance - Construction.**

All items are subject to final inspection and acceptance by GCT at destination.

4.16 **Title and Risk of Loss.**

Unless otherwise provided in this agreement, Offeror shall have title to and bear the risk of loss of or damage of the items purchased hereunder until they are delivered in conformity with this agreement at the F.O.B. point specified herein, and upon such delivery title shall pass from Offeror and Offeror's responsibility for loss or damage shall cease, except for loss or damage resulting from Offeror's negligence. Passing of title upon such delivery shall not constitute acceptance of the item by GCT.

4.17 **Changes.**

By written notice, GCT may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Contractor shall promptly notify GCT thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made and the
agreement modified accordingly. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the agreement as changed. No claim by the Contractor for equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

4.18 Force Majeure.

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

4.19 Suspension and Debarment.

a. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

b. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

c. By signing and submitting its bid, proposal or contract, the offeror, Offeror or Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by GCT. If it is later determined that the offeror, Offeror or Contractor knowingly rendered an erroneous certification, in addition to remedies available to GCT the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The offeror, Offeror or Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The offeror, Offeror or Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.20 Energy Conservation.

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

4.21 Access to Records.
The Contractor agrees to the following access to records requirements:

a. To provide GCT, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to GCT, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until GCT, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4.22 Assignment of Contract.

The performance of part or all of this Contract may not be delegated or assigned except upon written consent of GCT’s Board of Directors; except that Contractor may assign monies due or to become due hereunder, to the extent permitted by law, without such Board of Directors consent.

4.23 Arbitration.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration at the election of either party in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Arbitration shall take place in the City of Oxnard, California.

4.24 Remedies/Breach of Contract.

Administrative, contractual, or legal remedies are available, as appropriate, in instances where the Contractor violates or breaches contract terms.
4.25 **Attorney Fees.**

In the event any action or proceeding is brought to enforce the terms or performance of this contract, the prevailing side shall be entitled to its reasonable costs and attorney fees.

4.26 **Disputes.**

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by GCT’s Director of Administrative Services, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Director of Administrative Services shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Contractor mails or otherwise furnishes to the Director of Administrative Services a written appeal addressed to GCT's General Manager. The decision of GCT’s General Manager or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the decision of GCT’s Director of Administrative Services. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any GCT official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

4.27 **Venue and Place of Contracting.**

The place of contracting and execution of this contract is Ventura County, California, and the parties to this contract agree that in the event any dispute arises over its terms or performance, jurisdiction and venue for any legal action taken thereon shall be Ventura County, California.
4.28 **Program Fraud and False or Fraudulent Statements or Related Acts.**

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

b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

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

4.29 **Termination for Convenience.**

The performance of work under this contract may be terminated by GCT in accordance with this clause in whole, or from time-to-time in part, whenever GCT shall determine that such termination is in its best interest. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by GCT, the Contractor shall:

a. Stop work under the contract on the date and to the extent specified in the notice of termination;

b. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated;
c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;

d. Assign to GCT in the manner, at the times, and to the extent directed by GCT, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case GCT shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of GCT, to the extent it may require, which approval or ratification shall be final for all the purposes of this clause;

f. Transfer title to GCT and deliver in the manner, at the times, and to the extent, if any, directed by GCT the fabricated or non-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to GCT;

g. Use its best efforts to seek, in the manner at all times, to the extent, and at the price(s) directed or authorized by GCT, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at price(s) approved by GCT, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by GCT to the Contractor under this contract shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as GCT may direct;

h. Complete performance of such part of the work as shall not have been terminated by the notice of termination;

i. Take such action as may be necessary, or as GCT may direct, for the protection or preservation of the property related to this contract which is in the possession of the Contractor and in which GCT has or may acquire an interest.

j. After termination, the Contractor shall submit a final termination settlement proposal to GCT as directed. If the Contractor fails to submit a proposal within the time allowed, GCT may determine, on the basis of information available, the amount, if any due the Contractor because of the termination and shall pay the amount determined. After the Contractor’s proposal is received, GCT and Contractor shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, GCT may issue a final determination and pay the amount determined. If the Contractor does not agree with this final determination or the determination
resulting from the lack of timely submission of a proposal, the Contractor may appeal under the Disputes clause.

4.30 Termination for Default.

a. GCT may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cause such failure to be corrected within a period of ten (10) days (or such longer period as the GCT may authorize in writing) after receipt of notice from the GCT specifying such failure.

b. If the contract is terminated in whole or in part for default, GCT may procure, upon such terms and in such manner as GCT may deem appropriate supplies or services similar to those so terminated. The Contractor shall be liable to GCT for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required project completion schedule.

d. Payment for completed supplies delivered to and accepted by GCT shall be at the contract price. GCT may withhold from amounts otherwise due the Contractor for such completed supplies such sum as GCT determines to be necessary to protect GCT against loss because of outstanding liens of claims of former lien holders.

e. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of GCT. The rights and remedies of GCT provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
EXHIBIT A

PROJECT SPECIFICATIONS

1. General

This section provides an overview of the IVR system project and describes the functionality required for each of the major sub-systems, components, and associated interfaces. Additionally, this section defines the scope of the required functionality to be provided by the Contractor.

The scope of work and functionality described in this section is a general guide and is not intended to be a complete list of all the work necessary to complete the project. It contains work tasks believed necessary for an experienced system supplier to provide GCT with an IVR system that meets the needs of the agency.

The contractor shall implement a comprehensive IVR system to support paratransit operations. The system shall meet both the current needs of this program and future growth needs. The system shall be fully compliant with general functional areas and specific requirements detailed in the Scope of Services.

2. Operations Overview

GCT’s ACCESS Paratransit service administrative offices are located at the GCT main facility on Third Street in Oxnard, CA. The operation is located nearby on Maulhardt Avenue. The GCT ACCESS services are operated by a paratransit operations contractor, currently MV Transportation, Inc. (MV). The operation is responsible for all reservations, scheduling, delivery of trips and customer service. The IVR system must integrate with Mitel 5000 System to allow for direct communication with riders as necessary.

Mobile Data Terminals (MDTs) and Computer Aided Dispatch/Automatic Vehicle Location (CAD/AVL) technology are currently employed by the operations. GCT ACCESS uses the Trapeze PASS software system as its computerized trip management system.

3. Current Dispatch Process

Currently, the GCT ACCESS customers call reservations telephonically one day in advance to schedule rides. Reservationists book trips for customers using the PASS software. Schedulers review and optimize the next day's schedules. Dispatchers send out the day's schedule through paper manifests and through mobile data terminals (MDTs).

Customers may call the dispatcher to confirm or to cancel their scheduled pickup times. For a limited number of customers, the dispatcher will attempt to give a reminder call to the customer shortly before the estimated pick up time. Notes on the manifest ask the driver to contact the dispatcher when the driver is about 10 minutes from the customer's pick up location. The driver contacts the dispatcher over the radio and the dispatcher then contacts the customer by telephone. These "10-minute calls" are done on a "time available" basis and are not guaranteed.
4. Telephone System Integration

The successful contractor will demonstrate how the IVR system will successfully connect to the Mitel 5000 System using dedicated PRI Circuits as well as be assigned to its own trunk group.

5. GCT Related Applications

Trapeze Systems, Inc. PASS Build 7.0.15.0

6. Anticipated Purchase

Due to current fiscal constraints, GCT proposes to purchase an IVR system in segments, beginning with a purchase that will meet its most pressing need: a segment that will deliver scheduling information to paratransit customers through call-out trip reminders and alerts, which is the subject of this solicitation. The response must also include options for expanding the capacity of the system to allow paratransit passengers to be able to access additional automated services, such as Trip Booking, Trip Confirmation and Trip Cancellation. This information will be consistent with that offered through the agent-attended reservations desk within ACCESS operations. To achieve this seamless and consistent information delivery, the successful IVR system must integrate fully with the Trapeze demand response scheduling and dispatch applications currently in use by GCT. The system must be able to access passenger profile and trip information directly and reliably so that daily adjustments to trips are available in real time.

In order to support longer-term objectives, the IVR system must also be built on an open architecture and be able to integrate in real-time with ancillary technologies including vehicle location and mobile computing. GCT ACCESS employs Trapeze Trek 114 MDTs and automatic vehicle location. GCT ACCESS currently uses a Mitel 5000 phone system capable of handling 12 outside calls simultaneously.

7. IVR Contractor's (Contractor) General Obligations

The following are work tasks assumed necessary to design, integrate, test, install and implement an IVR system. The selected contractor shall furnish the following items and services, as well as any additional items and services described in this Request for Proposals:

Master project schedule with significant milestones.

1. System design and integration with complete system design documentation.
2. Identification of the minimum hardware requirements for system implementation.
3. Architectural diagrams which describe graphically the hardware system and software layers and architecture.
4. All application and system software required to implement the functional capabilities of this Request for Proposals.
5. Integration of all software, and hardware into an operational system.
6. Testing of all functional capabilities of the system. Provide comprehensive test plan with test cases that test all functions of provided as part of the system’s software.

7. Engineering and programming technical support during the contract period.

8. Complete documentation for all hardware and software training, including complete user and administration documentation.

9. All necessary software licenses.

10. Configuration management of all software, hardware and documentation.

11. Training of GCT staff, call center staff and on-street provider staff.

12. Project management and control, including periodic progress meetings with and reporting to GCT staff.

13. Shipment and delivery of the IVR to GCT.

14. Maintenance and support of the system for the contract duration.

15. Must propose a solution that utilizes commercial off the shelf components of proven reliability and are currently used in the industry.

16. Must describe if proposed solution meets or exceeds requirements,

17. Must describe how the solution operation is different from the requirements.

18. Must describe any additional features that are standard components within the proposed solution.

19. Standard warranty services for the contract duration.

20. Cost the following options: Extended Maintenance/Support for additional periods after contract completes.

Inadvertent errors or omissions by GCT in the information (or Request for Proposal) that follows shall not relieve the Contractor of the obligations of providing industry standard components/systems of proven warrantable commercial quality that meets or exceeds the objectives of these technical specifications.

8. GCT General Obligations

GCT will:

1. Appoint a Project Manager.
2. Provide all existing documentation in GCT possession on equipment and systems required to interface with an IVR system.
3. Review, comment and approve the work plan, design, test, training, product submittals, and other documentation deliverables.
4. Closely monitor the project’s progress and schedule.
5. Provide reasonable facility access and staff support.
6. Actively participate in acceptance testing, start-up, and training.
7. Provide computer equipment and operating system software.
8. Furnish computer hardware and software needed to integrate with the IVR technology.
9. GCT and MV will provide the necessary operator workspace and furniture.
10. GCT and MV will provide the network infrastructure, furnish and activate the appropriate inside building data/voice jacks connections to the various project-related room locations.
11. Review and approval of the Contractor’s system design.
12. Review and approval of the Contractor’s integration and test program.
13. Review and approval of the Contractor’s installation schedule and procedures.
14. Review and approval of system documentation.
15. Participate in testing, training, and start-up.

9. Project Schedule

The following list presents a schedule of major project milestones for the duration of this project. The Contractor shall utilize these timelines in the preparation of the project’s Work Plan and Staffing Plan to be submitted with the Letter of Interest. The Contractor’s project approach should demonstrate a plan that meets or exceeds the following concurrent timelines. Program licenses should be provided the day after contract award.

1. Project Kickoff Meeting – Notice to Proceed + one week
2. System Design Review – Notice to Proceed + three weeks
3. Integration and Test Program Review – Notice to Proceed + five weeks
4. Installation, Testing and Production Deployment – Notice to Proceed + eight weeks
5. Training Complete – Notice to Proceed + ten weeks
6. System Completion and Final Acceptance – Notice to Proceed + twelve weeks

10. Project Tasks

This Request for Proposals covers all aspects of the Integrated Communications and IVR System. The tasks to be performed under this contract are described below. The Contractor must be cognizant of multiple task dimensions in order to perform them completely, correctly, and meet GCT expectations. Under this Request for Proposal, GCT will require the following tasks to be completed under the project’s Scope of Work:

Task 1: Project Kickoff
Task 2: System Design
Task 3: Integration and Testing
Task 4: System Integration and Test Review
Task 5: Installation, Implementation and Training
Task 6: System Completion and Final Acceptance

**Task 1 – Project Kickoff**

a) The Contractor shall present an initial kickoff meeting at the GCT Administrative offices at 301 East Third Street, Oxnard, California 93030. The purpose of this meeting is to have the Contractor present its plan for developing specific project work tasks for implementation of assigned work.

b) Key Contractor staff assigned to this effort shall attend the kickoff meeting. The kickoff meeting shall be held within one (1) week after the initiation of the Notice to Proceed.

c) The objective of the kickoff meeting is to:
i. review any exceptions or deviations proposed by the Contractor
ii. review the project plan, budget, and technical risk factors.

d) The Contractor shall provide a mitigation plan for each risk identified, including a description of current and anticipated project problem areas or risks and steps to be taken to resolve each problem.

e) The Contractor shall be responsible for preparing and distributing Kickoff Meeting materials to the GCT Program Manager, and preparing and submitting the minutes of the meeting. GCT will provide a computer projection/phone unit upon request.

**Task 2 – System Design**

a) Using the functional specifications included in this document as a baseline, perform any additional analysis required and develop the Draft System Design Document that describes the integrated communications and IVR System in technical detail.

b) The Contractor shall provide GCT with a Draft System Design Outline document. This document shall include, but not limited to, the following topics:

   i. System architecture.
   ii. Overview and configuration of the subsystems.
   iii. Subsystem block/flow diagrams.
   iv. Functional descriptions of the system and associated subsystems.
   v. Specific functions and operations of the system’s software and hardware.
   vi. Software architecture, with hierarchical structure of components and data structures.
   vii. Systems databases.
   viii. Interfaces to existing GCT systems.
   ix. Communications system and coverage.
   x. System networking and communications.
   xi. System configuration.

c) Upon GCT review and approval, the Contractor shall further analyze the tasks and details required and develop the System Design Document.


**Task 3 – Integration and Testing**

a) The Contractor shall analyze the tasks required and shall develop a System Integration and Test Plan. This Plan shall establish GCT system integration and test requirements. The document shall provide a detailed, structured set of tasks to be performed by the Contractor. This Plan shall also include the following:
i. Detailed test procedures developed to support integration.
ii. Detailed interface documentation to support data messaging.

b) As part of the integration and test process the Contractor shall install a complete configuration of equipment and software in a room provided by GCT. This configuration of equipment and software will constitute a GCT Test Bed to be used throughout the project and beyond.

c) Completion of these tasks and utilization of the Test Bed shall demonstrate that the requirements of the system have been satisfied and the system is suitable for operation.

Task 4 - System Integration and Test Review

The System Integration and Test Review and its associated materials are critical to project success.

a) The technical details of the Contractor’s System Draft Plan shall be presented at the System Integration and Test Review.

b) Any unresolved open issues, as determined by GCT, will need to be closed prior to issuance by GCT of acceptance of the Contractor’s System Integration and Test Review.

c) The Contractor shall revise Draft Plan and deliver the plan to GCT for formal approval.

d) An approved Plan shall be required prior to the start of any formal testing.

e) The Contractor shall provide a formal notification to GCT at least two weeks prior to the beginning of any formal testing.

Task 5 – Implementation and Training

a) The System Implementation Guidelines shall be established for the GCT system implementation requirements. This document shall provide a detailed, structured set of installation tasks to be performed by the Contractor.

b) The Contractor shall analyze the tasks required and provide GCT with a Draft System Implementation Plan. This document shall provide a detailed schedule. An approved System Implementation Plan is required prior to the start of any implementation.

c) The Contractor shall provide a formal notification to GCT at least two weeks prior to the beginning of any formal testing.
d) The Contractor shall analyze the tasks required and provide GCT with a Draft Training Plan in accordance with training requirements described in this Request for Proposals, including a detailed schedule. Submission of the approved Training Plan document is required prior to the start of training. A GCT approved Training Plan document is required two weeks prior to implementation.

Task 6 – System Acceptance Testing

System Acceptance Testing shall be performed by the Contractor and evaluated by GCT, with Contractor and GCT staff present at a time agreeable to all parties. System acceptance tests will exercise all system components.

a) The Contractor shall analyze the tasks required and provide GCT with a required Draft System Acceptance Testing Plan, including detailed schedule. Submission of the approved System Acceptance Plan document is required prior to the start of Acceptance Testing.

b) The Contractor shall provide a formal notification to GCT at least two weeks prior to the beginning of any formal Acceptance Testing.

11. Project Management

Project management will be a key responsibility of the selected Contractor. The Contractor’s Project Manager assigned to the GCT project shall have the authority to make commitments and decisions that are binding, within the limits of the Agreement. GCT will designate a Project Manager to coordinate all GCT project activities. All communications between GCT and the Contractor shall be coordinated through their respective Project Managers.

1. The Contractor’s Project Manager shall be responsible for at least the following:

a) Provide periodic updates to the work plan and schedules. Changes to the work plan and schedules that exceed 10% of the baseline require approval by GCT.

b) Submit status reports detailing progress toward fulfilling objectives in the work plan and its project schedule, and highlighting items on the critical path. Status reports shall also include the status of risk mitigation efforts.

c) Coordinate project resources and work so those milestones are met in an efficient manner. Tasks will be laid out to minimize implementation time and cost while taking into consideration resource and time constraints such as GCT staff availability. The Contractor and GCT project manager will ensure that individuals performing tasks have appropriate skill levels and credentials.

d) Coordinate all required deliverables, installation and configuration of software and hardware, documentation and training as described herein.
e) Participate in monthly project meetings.

2. GCT requires the following deliverables from the Contractor in order to monitor progress and ensure compliance:

   a) Detailed Work Plan (due ten days after Notice to Proceed). The Work Plan shall detail the work effort of the deliverable(s) in hours or days (based on one person working on the activity full-time).

   b) Staffing Plan (due seven days after Notice to Proceed).

   c) Monthly Progress Report.

3. The Contractor shall prepare progress reports as follows:

   a) Bi-monthly reports due within five (5) working days of the end of the preceding week during the kickoff and design phases of the project.

   b) Weekly reports for the remainder of the project, due within two (2) working days of the end of each week.

4. The progress report shall include the following items:

   a) An updated project schedule with explanations of any deviations from the planned delivery schedule. The explanation shall include the anticipated impact of any delays and a plan for returning to the target schedule. All delays shall be factored into the project schedule as soon as the Contractor’s Project Manager is aware of them. In addition, all changes to the schedule since the last progress report shall be identified.

   b) An updated list of all correspondence transmitted and received.

   c) An updated documentation schedule, highlighting the documents to be transmitted for review during the next two reporting periods.

   d) An Action Item Data Base shall be established and maintained to support closure of action items in a timely manner. Open action items shall be discussed weekly with GCT. An updated list of Contractor and GCT action items with status and required resolution dates shall be included as part of each progress report.

   e) A summary of pending and upcoming Contractor and GCT activities during the next two reporting periods along with required completion dates.

   f) The status of unresolved contract questions and change requests.

12. Training
The Contractor shall provide all training of GCT staff and GCT ACCESS staff required for successful implementation and operation of the system. The length of sessions proposed per training type shall be adequate to cover the required material in sufficient depth for the trainees to perform their responsibilities on the Contractor’s system. GCT’s training philosophy is a “train-the-trainer” concept with a maximum utilization of Contractor-generated course materials.

The Contractor shall provide a list of the types of training required, recommended courses, content, length, and proposed schedule as part of their response. Courses needed to address the following staff positions. These positions include but are not limited to:

1. Customer Service Representatives and Supervisors
2. Routers/Schedulers
3. Dispatchers
4. I.T.
5. Administrative Staff
6. Management

The Contractor shall maximize its use of existing Computer-Based Training courseware to accommodate training. For each type of training, Contractor shall provide a Student Training Manual for each trainee (in both hard-copy and electronic format) and an Instructor Training Manual (in both hard-copy and electronic format) for use in providing equivalent training sessions in the future.

GCT and MV will provide classroom space at their facilities.

13. Instructors

The principal instructors provided by the Contractor shall have had previous formal classroom instructor training and relevant experience with the system.

The instructors shall demonstrate a thorough knowledge of the material covered in the courses, including interfaces to neighboring (connected) subsystems, as applicable, and familiarity with the training manuals, system documentation tools, and training aids used in the courses. When prerecorded lectures or other video presentations are part of a training course, the lecturer or a qualified substitute instructor shall be present to supplement and answer questions and discuss on the recorded material.

A qualified instructor shall be present in person for training on all specific system elements. GCT has the right to review and approve all instructors. Should an instructor prove unsatisfactory to GCT, the Contractor shall provide a suitable replacement.

14. Manuals and Instructional Aids

The Contractor shall prepare training manuals and submit them to GCT for review prior to the start of classroom instruction. The training manuals shall be prepared specifically for
use as training aids. Principal documents used for training shall be tailored to reflect all system hardware, software, and user requirements.

Upon completion of each course, instructor’s manuals, training manuals, and training aids shall become property of GCT, and Contractor will assign copyrights to GCT. As part of the delivered system documentation and the final documentation, the Contractor shall supply GCT with all changes and revisions to the training manuals and other training documentation. GCT shall have the right to copy all training manuals and aids for use in GCT training courses. The Contractor shall furnish for use during training courses all special tools; equipment, training aids, and any other materials required to train course participants. The number of special tools and other training equipment shall be adequate for the number of participants attending the course.

The Contractor shall develop the following key deliverables; however, other interim deliverables may be created during the process.

**Deliverable 1: IVR Implementation Design**

The Contractor shall prepare and submit the IVR System Design and Implementation Plan to the Project Manager for approval prior to any installation. The plan should include at least the following components:

- a) Project Plan and schedule
- b) System Architecture for production and test environments, including telephony components
- c) Spoken Menu Structure
- d) Base Configuration of Administrative tools and default parameters
- e) Data import and export design including integration plan and design
- f) Test and Training Plans
- g) Installation and Production Deployment Plan

**Deliverable 2: System Installation**

The Contractor, with GCT assistance, shall install the test system and contracted software meeting GCT’s requirements for security and stability. GCT will implement monitoring, backup, and security software to support and maintain the system.

**Deliverable 3: Base/Test System Configuration and Data Population**

The Contractor, with GCT collaboration, shall configure the test system to include:

- a) At least two, single mode, fully-populated transit data sets
- b) Fully layered, structured voice menus
- c) All required speech data to support required functionality
- d) All required system data to support required functionality
- e) Telephony connections for at least twenty phone lines
- f) Administrator accounts, access and permission setups
**Deliverable 4: Test Execution**

Testing shall be performed according to the Test Plan and shall consist of, but is not limited to the following areas:

a) Integration Test to validate transit data import and export requirements  
b) Interface Test (Administrative User) to verify administrative functions  
c) User Test (Customer Perspective, including customers with disabilities) to verify ease-of-use and functionality  
d) Operational Test to validate backup, recovery and failure recovery procedures  
e) Data analysis procedures to demonstrate successful operation of all functionality over time.

The Contractor shall administer QA/Testing and document results to ensure that all system components and procedures work properly.

**Deliverable 5: Production Deployment**

The implementation shall consist of connecting the fully functional system to the public phone lines and performing re-test on the customer interface to ensure proper operations.

**Deliverable 6: Documentation**

The Contractor shall provide GCT with documentation necessary to effectively fulfill all of the system roles (IVR administration, operations and maintenance, etc.).

Documentation includes, but is not limited to:

a) All project documentation (plans, status, design, architecture, etc.)  
b) All build instructions  
c) User Administrator documentation  
d) Technical support documentation (Maintenance Plans, Update Plans, etc.)  
e) Examples and Samples

**Deliverable 7: Training**

The Contractor shall train the GCT administrators to enable them to fully manage and maintain the IVR System.

**Deliverable 8: Production Acceptance**

Production Acceptance shall be performed with all components and subsystems completely functional, operational, online, and in service. GCT will monitor to ensure appropriate functioning of the IVR System from an administrative and customer standpoint. Contractor shall provide system reliability and usability metrics showing the performance. During Acceptance, Contractor shall provide support according to the warranty.
15. Documentation

Complete system documentation shall be submitted for GCT approval. Documentation shall at least meet the Contractor’s documentation standard evidenced in their response. A unique Contractor document number and system name shall identify each document. When a document is revised for any reason, a number, date, and subject in a revision block along with an indication of official approval by the Contractor’s Project Manager shall indicate each such revision.

The Contractor shall provide a document index identifying all documents to be provided with the system. This includes all documents supplied with original equipment manufacturer (OEM) hardware/software and the Contractor’s own documents. The index shall describe each document and the document’s purpose, to help the user locate the appropriate document in the set of all system documentation.

GCT shall receive all draft system documents prior to the start of testing unless directed otherwise. Contractor-supplied documentation shall be provided in an electronic file format compatible with commercially available Microsoft Office software, acceptable to GCT, such that it can be maintained and updated by GCT.

Final documentation shall be easily reproducible by GCT and GCT shall have the right to reproduce any documents supplied under this contract for its own needs. With respect to records claimed by the Contractor to be proprietary or confidential, GCT will use good faith efforts to maintain the confidentiality of the records in accordance with the provisions of the California Public Records Act.

16. Document Review and Approval Rights

To ensure that the proposed project conforms to the specific provisions and general intent of the Functional Specification the Contractor shall submit all documentation to GCT for review and approval prior to finalizing the documents.

GCT shall have the right to require the Contractor to make any necessary documentation changes at no additional cost to GCT to achieve conformance with the specification. Any purchasing, manufacturing, or programming implementation initiated prior to GCT’s written approval of the relevant documents shall be performed at the Contractor’s risk. Review and approval by GCT shall not relieve the Contractor of its overall responsibilities to satisfy system functions and features in accordance with the specification.

17. Original Equipment Manufacturer Document Review

Documentation of standard, third party hardware and software (if applicable) shall be furnished for GCT review. GCT reserves the right to determine whether the documentation accurately and completely describes all features and options of the hardware and software that pertain to the system.

18. Contractor and Third Party Document Review
The Contractor's and third party hardware and software may need, if applicable, to be customized to fully conform to the requirements contained within this document. GCT shall have, in addition to the approval rights described above, full approval over the portions of the relevant document’s content and format pertaining to the modified or custom hardware, software, and firmware.

19. System Documentation

System documents are those that describe the system hardware and software in technical detail. System administrators, site administrators and maintenance staff will use system documents to administer and modify the system, replace and upgrade hardware/software, and to identify and solve problems.

20. Configuration Control of Software, Hardware, Documents, and Training

The Contractor shall develop and maintain four (4) inventory lists. The following inventory lists provide examples of the type of information required.

1. An inventory of all software and firmware, including product, version, purpose, and installed location.
2. An inventory of all hardware, and installed location (if applicable).
3. An inventory of all training material and classes presented. This shall also include dates, attendees, and class records.

These shall be maintained and kept current by the Contractor until final acceptance of the system and copies shall be provided.

21. Standard Software/Hardware

Installation, user and reference documentation for standard software/hardware shall be provided for GCT review and approval in accordance with the requirements defined herein. Standard software/hardware is defined as commercial off-the-shelf ("COTS") products that fully satisfy the requirements of this Request for Proposal without the need for modification.

22. Program Source Code

GCT must be assured that its investment will be protected in the event that the Contractor becomes unwilling or unable to support it. GCT is willing to negotiate non-disclosure, escrow or other agreements between the Contractor and GCT. Details of hardware and software designs shall be fully disclosed to GCT. If Contractor is unwilling to fully disclose software designs, Contractor may negotiate placing such designs in escrow. Nothing contained herein shall require Contractor to place in escrow designs for commercially available off-the-shelf ("COTS") software that are not normally made available to Contractor by the supplier thereof.
The Contractor shall provide GCT with a machine-readable copy of all source code, and build support files for all components of the system. This includes code and help source files, “make”, batch and project files, libraries, and other compile/link components. The Contractor shall also document the environmental (i.e., hardware and software) variables within which the code is run. Contractor shall provide updates for source files as program updates are released during the initial and subsequent warranty and technical support periods.

23. Software Ownership and Rights in Technical Data

GCT specific application software specifically and exclusively designed for the GCT system shall be the property of GCT, and shall be delivered together with source code, associated hardware and all applicable documentation. To protect the interest of GCT the source code will be held in escrow through the completion of the contract.

GCT shall have the right to modify the GCT-specific application software, modification of which voids any remaining warranty or liability associated with the software modified. Any liabilities for software not modified shall not be void. Contractor shall present a list of all GCT-specific application software for review and approval by GCT at the System Design Review.

In no event shall the Contractor patent, copyright, or assume any other such ownership rights with respect to GCT-specific application software. Without limiting the generality of the foregoing, the Contractor shall retain all rights to proprietary information held by the Contractor prior to execution of the Agreement and subsequently used by the Contractor in the performance of the work under this Request for Proposals.

Proprietary information include “trade secrets” as defined in 18 U.S.C. §1839 as well as all intellectual property for which the Contractor holds a current patent or copyright recognized under United States law.

The Contractor shall grant to GCT a non-transferable, non-exclusive, royalty-free right to use for the operation and maintenance of the system only.

1. The inventions claimed in any patents owned by the Contractor or licensed for the Contractor’s use.

2. Any copyrighted works it owns or is licensed to use, for the lives of such patents, licenses or copyrights.

3. That the Contractor also grants to GCT the right to use any trade secret or other such proprietary right royalty-free to the extent that such trade secret or right is incorporated in any work performed under this contract.

The above provisions will bind subcontractors of the Contractor to the same extent as they bind the Contractor; however, the above provisions shall not be applicable to the acquisition of commercially available, off-the-shelf software for the work performed under this Agreement.
24. Database Design

As part of the System Design document, Contractor shall provide database design documentation that completely describes both the logical and physical structure of the GCT system database. The documentation shall define and describe the individual elements (file, tables, records, and fields) and the relationships among them. Detail shall also include a detailed data dictionary. Any portions of the database developed or modified specifically for GCT’s system shall be identified.

Note that this requirement is for complete and thorough description of the physical and logical database schema. This will permit GCT to develop and maintain interfaces between the system database and other applications, and will facilitate the development of complex custom reports and interfaces to other systems.

25. Notice of Completion

When the Final Acceptance Test has been satisfactorily completed; GCT shall issue a Letter of Completion to the Contractor indicating the date of such completion. The Contractor shall record the Notice of Completion upon receipt of the GCT completion letter. This date of record shall be the start of the one (1) year warranty period.

26. Warranty

The Contractor shall fully warrant all equipment and software furnished hereunder against defect in materials and/or workmanship for a minimum period of twelve (12) months from date of Notice of Completion by GCT. If the standard manufacturer’s warranty period is greater than a twelve (12) month period, the Contractor shall provide the relevant warranty information in the response. If the Contractor is not the software manufacturer, this shall not preclude the Contractor’s responsibility to provide the warranty.

Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor will, without delay and with the least practicable inconvenience to GCT and without further cost to GCT, repair or replace defective or otherwise unsatisfactory material furnished by the Contractor, or workmanship performed by the Contractor in any parts of said work.

Should the Contractor fail to act promptly in accordance with these requirements, or should the demand of the case require repairs or replacements to be made before the Contractor can be notified or can respond to notification. The Contractor hereby agrees that GCT shall have the right to make the necessary repairs or replacements at the expense incidental to making good any and all of the above guarantees and agreements.

27. Extended Warranty Agreement

The Contractor shall provide GCT a cost estimate for an optional five-year unconditional warranty, including 24/7 technical support, maintenance, parts and labor, beyond the initial one-year warranty period. The extended warranty plan shall include the aggregate
cost of an initial three-year extended warranty period and then the annual costs to extend the warranty into years four and five. GCT will retain the option to renew the extended warranty for the initial three-year period, then on an annual basis for years four and five.

28. Payments

Milestone payments will be made to the Contractor based upon the achievement of specified GCT project objectives with a 10% Project Contingency held for Final Acceptance. These objectives relate directly to tasks and ensure completion prior to an authorization to proceed. Payment amounts will be negotiated between the Contractor and GCT, stated in the contract, and submitted on payment requests. Payment is authorized after achievement of the milestone is verified.

As part of the Request for Proposal response, Contractors shall prepare and submit a draft milestone payment schedule based upon major milestone dates.

FUNCTIONAL SPECIFICATION

1. General

The functional requirements presented in this specification are not to be considered restrictive. To the greatest extent possible, the Contractor shall use standard, field proven designs to meet the functional and performance requirements. It is not GCT’s intent to purchase a prototype system; the system proposed by the Contractor shall be based on an existing product of similar scope to that required by this specification.

This specification is a functional specification although detailed requirements are sometimes expressed where necessary to convey design concepts. Typical configurations are also utilized to convey design objectives and functional requirements. Contractors, however, may propose alternative design approaches better suited to the characteristics of the Contractor’s standard products if it represents a superior compromise between performance and cost while maintaining functional equivalency.

2. IVR System Functions

The Contractor shall supply a functionally complete system, including voice/speech recognition software. If there are any software or hardware elements not explicitly defined in this specification, which are necessary to make the system complete, the Contractor shall furnish all such items.

The IVR system must be capable of the following functionality to be considered an acceptable system application by GCT:

a) Integrate seamlessly with GCT’s CTMS (currently Trapeze Build 7.0.15.0) It must have open “client-server” architecture, and be able to integrate interactively in real-time with other technologies such as MDT systems and CAD/AVL systems.
a) Require GCT ACCESS clients to enter a Personal Identification Number (PIN) to proceed with accessing the IVR function.

b) Ability for riders to confirm previously scheduled trips via the phone.

c) Ability for riders to cancel trips via the telephone.

d) Ability to do Call Backs to rider supplied phone numbers the night before a day of service to provide rider’s trip times; and give the rider an opportunity to cancel their scheduled trip at this time.

e) Ability to provide Arrival Notification calls when triggered by the in-vehicle AVL System to PASS and on to the IVR system.

f) Ability for riders to quickly ascertain the Estimate Time of Arrival (ETA) of their pick-up, which will require interactive integration in real-time with other technologies such as MDT systems and CAD/AVL systems.

g) Available in multiple languages (English and Spanish at minimum) with the ability to add additional languages. Please describe how multiple languages are supported by the system including how they will be maintained during system changes.

h) Ability to send SMS and MMS text messages to clients.

3. Administration of IVR

a) Late cancellation window should be configurable, and if cancellation is within window should notify caller and/or transfer to an agent.

b) System will allow for minor modifications of script vocabulary and content by GCT staff without intimate knowledge of VXML or any other core scripting languages. Please describe in detail how minor changes to the script can be made. Describe any validation tools available that ensure script changes have not resulted in a broken menu flow or missing recordings.

c) Ability to setup optional surveys to poll riders on information. Please describe the steps required to setup a new survey and to report on results. Please describe the survey question types that are available.

d) Support Text-to-Speech.

e) Support Voice recognition.

f) Provide the ability to setup floodgate messaging and canned bulletins throughout script, as well as messaging to select customer groups (e.g., dialysis clients, or blind customers). Please provide the steps required to add/modify an
announcement, and any available parameters describing when the content should be played.

g) System should be scalable to accommodate increased call volume. Please describe in detail how your system and architecture meet these criteria.

h) Should allow for easy maintenance of all recorded vocabulary. Please describe the tools and methods of maintaining vocabulary of the IVR system.

4. Dialout Capabilities

1. Shall support the following types of messages:
   a) Next Day Trip Reminders – including option for client to cancel their trip at the time of the call.
   b) Vehicle Arrival Notifications – call reminding clients that the vehicle will be arriving shortly.
   c) Vehicle Schedule Update Notification – call notifying clients that the vehicle is delayed/ahead of schedule and will be missing the promised pickup window.
   d) Other Message Types – please describe other message types you can support.

2. Shall allow customers the option of not receiving one or more of the above-mentioned reminder calls on a temporary or permanent basis.

3. Shall support the delivery of all message types to numerous telephone numbers and/or numerous email addresses for any one client.

4. Shall allow GCT to configure delivery parameters for each message type, including:
   a) Number of retries
   b) Delivery window (e.g., from 6:00 p.m. to 9:00 p.m.)
   c) Expiry Time
   d) Voicemail and non-voicemail messages

5. Shall be able to detect multiple types of answering machines – please describe in detail how your Dialout Application deals with Voicemail and answering machines.

6. Shall support email, SMS and MMS text messaging to clients.
7. Shall allow callers to transfer to an agent or jump back into the main IVR without calling back.

8. Shall have reporting capabilities including Call Back Summary.

9. Documented database schema allowing GCT to create custom reports

5. Customer Interface

The customer interface shall consist of voice prompts to which the customer may respond by phone touch-tone key selection or voice response. The customer may also be referred to as the “caller.” The voice menu will provide access to the system twenty-four hours per day (24X7).

Contractor shall describe the proposed solution to meet accessibility standards and indicate what level of accessibility can be met. Must provide reference sites where the stated accessibility level has been achieved.

Contractor shall also specify how the IVR System spoken menu provides informational messages, special services, and emergency level information.

The system should present an accessible, encouraging, and non-threatening interface:

1. Let callers know what to expect from the system immediately. This is a simple rule that applies to any customer experience - present a pleasant greeting and explain succinctly what the system can and will do for the caller.

2. Do not hide the option for callers to speak with a live agent. No matter how useful an IVR system is for customers, there will always be times when customers want and need to speak to a live agent to resolve their issue.

3. Whenever possible, give the caller an approximate time for the completion of the request. If transferring to a live agent, let the caller know the expected hold time and provide options to go back into the IVR system.

4. Do not make callers repeat information collected in the IVR to the live agent to whom they are transferred. If you want callers to believe that the IVR can help them resolve a problem, respect the time they put into the IVR and do not ask for the same answers twice.

5. Provide callers with an option to navigate the system using touch-tone (keypad) or speech recognition. Let callers choose the most effective option based on their general preferences, location or understanding of the system. For instance, someone calling from a cell phone may find it difficult to make menu choices using the phone keypad, but will be able to make those same choices using speech recognition.
6. Personalize the IVR for each caller by integrating with our customer databases and PASS software. If callers know that the system recognizes their identity, they will be far more likely to stay in the IVR.

7. Identify and communicate a few universal commands that are recognized at any time during the call. Examples include "beginning" to go back to the start of the dialogue and "help" to get detailed information on the current request for input.

8. Keep the interface simple - use closed, short prompts; limit the number of menu choices; and request simple, one-word responses. Callers will only use the IVR system if they perceive that it is easy to use and useful in resolving their issue or information request.

9. Always let the caller know what is happening. Keep in mind that the IVR dialogue should be similar to a conversation between two human beings. The system should explain pauses with messages such as "Thanks for the information, let me look up your account" or "I am trying to find the most appropriate person to handle your request".

10. Provide courteous, smooth error-handling. Generic error messages that are not tailored to the caller's specific situation will drive callers away from the IVR. The system should always take the blame for errors.

The IVR System shall meet a high standard of usability including:

1. Error-resistance from the customer perspective
2. Consistency in touch-tone responses
3. A clear, low-depth structure
4. 99% uptime
5. Trip cancellation capabilities
6. Trip reminders
7. Integration with MDT and CAD / AVL technologies

The IVR System shall be designed to include:

1. First Level Message - The IVR System shall be designed such that a welcome message shall be the first response to incoming callers. This message has no dependency on transit data.

2. Spanish Option – The IVR System shall be designed such to allow caller to hear process in Spanish.

3. Optional Message - It must be possible for an additional optional message to be spoken after the welcome message. This message has no dependency on transit data.

4. Time-Out Response - The IVR System shall be designed such that calls with "no touch tone or voice response" with a short period of time (time-out) by the
customer are acted upon automatically. Contractor shall specify proposed options for calls that time out.

5. System Flow - The voice prompts shall promote utilization of automated transit information as a first choice over communication with a live representative.

6. Customer Service Office (CSO) - An explanation and option to transfer to GCT' automatic call distribution (ACD)-managed CSO shall be offered in the first level menu.

7. Key-Ahead Selections - The voice system structure shall provide key-ahead of touch-tone inputs such that experienced users do not have to wait for voice messages or prompts to complete prior to making a touch-tone selection.

8. Transfer Option - At any time during the call, the customer may request a transfer to GCT' CSO via touch-tone key. The touch-tone key used for the selection shall remain consistent throughout the customer interface.

9. Repeat Message - During or after a segment of voice message (for example, a menu level) or during a voice data response (for example, a list of departure times) the customer can opt to repeat the message.

10. Start-Over Option - At any time within the automated system except when entering data, the customer shall be able to return to the first level menu (main menu).

11. The IVR System shall be designed for access by customers with a wide range of disabilities including individuals who are blind or have low vision, are deaf or hard of hearing, have developmental or learning disabilities, have slower response times, and so forth. The design shall conform to the standards of the:

   a) Americans with Disabilities Act, of 1990 Title II as it pertains to State and Local Government Activities and to Public Transportation.

   b) Rehabilitation Act of 1973, sections 504.

   c) Communications Act of 1934, Sections 255 and 251 (a)(2), as amended by the Telecommunications Act of 1996.

6. Customer Service Office

The IVR System shall manage call transfers to the reservations/dispatch where calls may be answered by a queue, and to individual numbers that may be answered by a live person or voicemail. GCT reservations/dispatch does not operate 24/7, therefore live agents are not always available.

The IVR System shall handle transfers to reservations/dispatch:
1. Office Closed – When a transfer request is initiated by a caller when the
ACCESS office is scheduled to be closed, the IVR System shall provide an
informational message, specific to that office, to that caller, and then return the
caller to the first level of the IVR System voice menu.

2. Transfer Caller – When a transfer request to the reservations/dispatch is
initiated by a caller during scheduled open hours, the IVR System shall transfer
the caller if an agent or queue space is available.

3. Retain Caller – When a transfer request is initiated by a caller during ACCESS
scheduled open hours when reservations/dispatch agents are busy and the
phone queue is full, the IVR System shall detect the queue busy condition, hold
the call, announce the situation and provide the IVR menu options for
automated assistance. If the proposed system does not provide this feature,
the Contractor shall describe how such calls are managed.

7. IVR System Administrative Functions

The IVR System administrator has secure access to the software and performs
management functions that support the end user and data management. The IVR
System shall provide administrative functions to manage required functionality.
Contractor shall submit sample screen shots and a high level diagram of major menu
options and tools provided.

The functions include:

1. Managing paratransit schedule data including initiating or reviewing any
automated processes, incorporating new data, and adding IVR specific data.

2. Ensuring the system is functioning properly for the customers including
managing the voice menus, messages, individual voice recordings, and general
usability and smoothness of the voice and prompts system. The system should
be capable of 99% uptime and able to accept in-bound calls from local, long-
distance and toll-free numbers. Messages should be delivered from the system
to customers via telephone, internet, and/or telephone devices for the deaf
(TDD)/711.

3. Organizing and reviewing statistical data retrieved by the system for reporting to
management for the purpose of evaluating IVR System usage, call transfer
requests, and specific function, route or directional requests within the system.

4. IVR administration functions shall be available 24 hours per day, excluding
certain maintenance hours.

5. The IVR System administrator interface shall be accessible via networked PC.

6. Describe the administrative environment at a high level, e.g. web-based, client
server, etc., including any remote access capabilities.
7. Appropriate security shall be in place to manage access to the schedule and voice data repository and management interface.

8. Support for multiple security access levels.

9. Applying different security levels to specific users.

10. Ability to restrict access to specific sections of the repository.

11. The interface shall be primarily menu driven. Command line options are acceptable. Contractor shall specify any command line tools not available via a menu.

12. The IVR System should be consistent with respect to menu-based options between menus.

13. Functions for editing similar to those found in most Windows applications shall be provided. These functions include drop down, fast-key, “right click” selections for cut, copy, paste, find, replace, delete, and other often-used functions.

14. Menu fonts and colors must support visually impaired users and should be consistent with other Windows applications.

15. Contractor shall explain what menu functions are adjustable or configurable, and how the adjustments to the menu functions are made. Does the system provide acknowledgement, confirmations or warnings, when adjustments to menu functions are made?

16. It is preferred that data changes by the administrator are immediate except for deletes or other actions that could adversely impact the live system. Contractor shall indicate how data changes are handled by the system and any configurable options for modifying the default behavior, and explicitly describe any secondary approvals required, especially for actions which commit data or have the potential to adversely impact the live system.

8. Transit Data Management

The IVR System shall provide a structured method for incorporating new data into the system. Contractor shall provide an administrative overview for incorporating new data into the IVR System.

1. Multiple data sets shall be supported such that the administrator may edit, copy, make available, compare, archive, and otherwise manipulate the data as needed. Contractor shall specify if there is a maximum number of data sets supported by the system and additional requirements or limitations should additional data sets be desired in the future.
2. Contractor shall indicate the criteria for identifying data sets within the IVR System.

3. The administrator shall have the ability to delete a data set within the IVR System.

4. Any process for incorporating new schedule data into the IVR System shall be manually initiated by the IVR administrator. The process of incorporating that data is the build process.

5. The administrator shall be able to specify the data set to be incorporated into the IVR System. Contractor shall indicate the criteria and process for identifying required source data when new transit data becomes available.

6. When new transit data is available in the source system, and identified by the administrator for a build, the IVR System shall provide comparison of the new data with another transit schedule data set in the IVR System. Differences between the two shall be clearly indicated so that the administrator can identify key changes at a glance. Data change comparison shall include the following:

   a) The Contractor shall specify the default report format for data comparisons, and if multiple formats are available.

   b) The Contractor shall provide options for printing data change information.

   c) Contractor shall specify any configurable parameters that govern the Data Change Comparison and when and how those parameters are set.

7. Contractor shall specify how the administrator can make specific data changes or additions within any data set.

8. Contractor shall specify how the administrator can manage the IVR system remotely.

9. **Special Features**

   The management interface must provide for administration of all irregular transit related information provided to the customer.

   Contractor shall explain options to 1) utilize default route vocabulary, 2) manually override route vocabulary, and 3) automate route vocabulary based on transit criteria. If this function requires customization or added cost to implement, Contractor shall provide additional costs and estimated maintenance impacts in the appropriate section.
The Contractor shall provide any additional information related to management of transit information, especially as it relates to functions that the proposed system automates administrative options for overriding vocabulary and data defaults and any specific requirements for manual administration of transit related information.

10. Usage Data Collection and Reporting

The IVR System shall collect customer data and provide reports for administrator review and manipulation, used to evaluate customer usage of the system. The Contractor shall describe the level to which data may be collected for incoming customer calls and for the touch tone responses to menu options. The IVR System must automatically screen-display system status, including line and menu activity, as well as call volumes by line and menu category. This reporting must be in “real time” so that current call volumes and percentages are available. Screen reporting should be defined from the menu, and have the ability to be set to update for any time period staff requires.

In addition to on-screen reporting, the IVR System should generate a running data file containing call statistics. This file should be available for printed report generation and/or communication to other workstations on a network. Separate management of report files allows automated printing, file transfer and/or deletion. GCT must have the ability to define its own reporting periods and intervals from this file, i.e. hourly, daily, weekly and/or monthly for any effective period. Reports need to be able to be generated while the system is on-line.

The Contractor shall describe how the system meets the following desired reporting features and any other standard reporting capabilities deemed relevant or significant.

1. Administrator Selectable Reporting Periods
2. Usage Detail
3. System Usage
4. Selection and Output Options
5. Automatic Generation
6. Report Archival
7. Security Access to Reporting Features
8. Other Relevant Reporting Features

11. Vocabulary Management

The system will use human-quality speech vocabulary, which is to be assembled into a smooth-flowing dialogue. Speech must be spoken in English and Spanish. It must have the capability to add other languages as required. Speech creation should be fully integrated with the menu-builder; i.e. changes to any phrase in the menu should be automatically implemented at every location where that phrase occurs. The IVR system must be capable of recording vocabulary in any voice, and any language.

12. Script / Call Dialogue Changes
The system must support vocabulary text creation, recording, sound editing, and storage in a manner that is fully integrated with menu development. The vocabulary management features must enable GCT to create new vocabulary, search and edit existing vocabulary, etc. and to implement these changes in the IVR menu. Menu development should provide telephone and voice handling, “run-time” message recording, data manipulation, both local and remote database read/write and lookup functions, data interface, network connectivity, use of time and date, creation and use of variables in the menu, automated language play, etc.

13. Control and Time-Based Activation of Dialogue

The IVR System must be able to be staff controlled via both the workstation keyboard and by secure phone access. Messages must be able to be recorded and placed on the system, dialogue altered, call-handling modified, etc. via the phone line. For example, authorized staff should be able to call the phone line from the field or at home, gain password-protected access to the IVR and record, activate or deactivate messages.

14. Run-Time Diagnostic Software

The IVR System will provide both ongoing regular displays of system activity, and specialized tracing. Menu marking, system diagnostics, detailed trace file generation and other tools useful in monitoring system operation and menu development/analysis are provided.

15. Data Backup

Data elements and messaging must have the capability to change “on-the-fly” without disrupting or terminating calls in progress. Backups to tape, and/or to network backup media, also must be able to be made while the system is operating.

16. Survey Module

The IVR System should optionally allow GCT to set up and conduct automated surveys of callers. Callers taking the survey will respond to spoken questions by pressing keys on their touch-tone phone. Responses should be stored automatically in a survey database.
EXHIBIT B

PROPOSAL EVALUATION METHOD AND CRITERIA

EVALUATION METHOD

An evaluation committee consisting of GCT staff will review submissions based on the criteria outlined below. GCT plans to review submissions and may call references and conduct interviews with selected submitters it determines can best meet the project requirements.

EVALUATION CRITERIA

The selection of the successful Offeror will be based on the following criteria:

1. Functionality and Technical Response to the Specifications 30%
   • Ability to meet the requirements/specifications outlined herein.

2. Proven Performance 20%
   • The Offeror’s background, experience and stability of their firm will be assessed. The evaluation will focus on the firm’s record of successful service and support to accounts of comparable size and environment. The ability of the Offeror will be evaluated in terms of technical resources, staffing, staffing experience and facilities.
   • Client references will be contacted and their responses will become a part of the award/review process.

3. Qualifications and Experience of Key Personnel 25%
   • Emphasis will be placed on the ability of the Offeror to service and support the needs of GCT. Organizational structure, staffing plan and Offeror’s method for meeting the requirements of this RFP in the most efficient manner will be an important consideration.
   • Qualifications and previous experience of personnel; key personnel’s level of involvement in performing related work and ability to meet GCT’s needs will be accessed.

4. Cost 25%
   • Competitive and reasonable
EXHIBIT C

INSTRUCTIONS AND INFORMATION
TO COMPLY WITH INSURANCE REQUIREMENTS

(Please share this information with your insurance agent or broker)

1. Agreement / Reference: All evidence of insurance must identify the nature of your business with Gold Coast Transit (GCT). Clearly show any assigned bid, contract, lease, permit, etc., or give the project name or job to ensure that your submission will be properly credited. Provide the types of coverage and minimum dollar amounts, and contract terms as specified in the solicitation or contract to which this document is attached. See the provision entitled “Insurance” in Section III-REQUIREMENTS.

2. When to submit: Since no work may normally begin until the insurance submission has been approved by GCT’s Risk and Safety Manager, your documents should be submitted as directed in the “Insurance” provision cited in paragraph 1 above. For As-needed Contracts, proof of insurance coverage need not be submitted until a specific job has been awarded. Design Professionals, proof of insurance coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. Acceptable Insurance Evidence and Approval: An Insurance Industry Certificate of Insurance (ACORD Certificate) containing the following stipulated provisions: Thirty (30) days’ cancellation notice, a ten (10) days’ notice for non-payment of premium AND an Additional Insured Endorsement naming Gold Coast Transit as an additional insured completed by your insurance company or its designee is the acceptable form of evidence of insurance. If the policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state that Gold Coast Transit is covered by this endorsement. An endorsement naming Gold Coast Transit as an additional Named Insured and Loss Payee is to be included on the Contractor’s property policy. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law or California Financial Responsibility Law for Automobile Liability
- Professional Liability Insurance

4. Renewal: When an existing policy is renewed, a new Certificate of Insurance or a renewal endorsement is required. If your policy number changes, you must submit a new Additional Insured Endorsement.

5. Alternative Programs / Self-Insurance: Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, Off-Shore carriers, captive insurance
programs and self-insurance programs are subject to separate approval after GCT has reviewed the relevant audited financial statements. To initiate a review of your program, submit a Declaration of Self Insurance completed by your administrator to GCT.

6. **General Liability:** Insurance covering your operations (and products, where applicable) is required whenever GCT is at risk of third-party claims which may arise out of your work or your presence or special events on GCT’s premises. **Employment Practices Liability** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of GCT’s premises.

7. **Automobile Liability:** Insurance is required only when vehicles are used in performing the work of your contract or when they are driven on GCT’s premises; it is not required for simple commuting unless GCT is paying mileage. However, proof in compliance with California Law requiring auto liability insurance is a contractual requirement with GCT.

8. **Workers’ Compensation and Employer’s Liability:** Insurance is not required for single-person contractors. However, under state law these coverages (or a copy of the states Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors must provide GCT, **A Waiver of Subrogation** from their insurers.

**A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on GCT’s premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic, materials, power tools, etc. The Waiver of Subrogation waives the insurer’s right to recover from GCT on any workers’ compensation claim paid to an injured employee of CONTRACTOR/CONSULTANT.

9. **Errors and Omission:** Coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with circumstances of the individual job.

10. **Property Insurance:** Is required for persons having exclusive use of premises or equipment owned or controlled by GCT. **Builder’s Risk/Course of Construction Insurance** is required during construction projects and shall include building materials in transit and stored at the project site.

11. **Surety:** Coverage or a bond may be required to guarantee performance of the work of contractors/consultants and subcontractors as well as payment to subcontractors. A **Crime Policy** may be required to handle GCT’s funds or securities, and under certain other conditions. **Specialty Event Insurance** coverage may be needed for certain operations.

Completed Insurance Industry Certificates of Insurance (ACORD Certificates) and Endorsements can be sent electronically to Buyer identified in the solicitation by including
“Insurance Certificate for Contract” in the subject line. Certificates may also be faxed to the Buyer at (805) 487-3532.
Gold Coast Transit (GCT) anticipates awarding a firm fixed price contract for a, Interactive Voice Response (IVR) System as specified in the RFP. The undersigned hereby shall perform all work for which a contract may be awarded and to furnish any and all labor, services, material, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefore as required in Gold Coast Transit (GCT) Request for Proposal (RFP) 11-21, and to do everything required therein; and further, if this offer is accepted, will contract in the form and manner stipulated to perform all the work in strict conformity therewith within the time limits set forth therein, and will accept as full payment therefore, the below total price which is broken down by the following general descriptions of work category:

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<th>Item No.</th>
<th>General Description of Work</th>
<th>Amount</th>
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<tr>
<td>1.</td>
<td>Interactive Voice Response System (IVR) Software</td>
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<td>2.</td>
<td>Licensing Agreement <em>(Indicate the price proposed for each year, the anniversary date for which will be the date of final acceptance of the IVR System by GCT.)</em></td>
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<td>Year 1 $</td>
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<td>Year 5 $</td>
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<td>Total Years 1-5 $</td>
<td>Total Years 6-10 $</td>
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<tr>
<td>3.</td>
<td>Maintenance and Support Agreement <em>(Indicate the price proposed for each year, the anniversary date for which will be the date of final acceptance of the IVR Systems by GCT)</em></td>
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<td>Total Years 1-5 $</td>
<td>Total Years 6-10 $</td>
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<td>4.</td>
<td>Other <em>(Indicate “other” costs needed in order to meet specification herein- itemized on separate sheet)</em></td>
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<td>TOTAL COST (total amounts for items 1-4)</td>
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</table>
Type of Firm: □ Sole Proprietor □ Partnership □ Corporation □ Joint Venture □
Other _______________________

Offeror hereby certifies that it (check one): □ IS □ IS NOT an eligible Disadvantaged Business Enterprise (DBE). If “IS” is checked, attach copy of document that certifies Offeror’s status as a DBE.

Offeror hereby certifies that it (check one): □ IS □ IS NOT a Small Business as defined by U.S. Department of Transportation’s Small Business definition located at: http://osdbu.dot.gov/about/customers.cfm

I hereby certify the above information is true and correct to the best of my knowledge and belief.

<table>
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Acknowledgement of Addenda if any:  
(If none received, write “NONE”)
Addendum Number  Date Received

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________</td>
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</tbody>
</table>
ATTACHMENT 2

SERVER REQUIREMENTS FORM

Indicate the requirements for the server(s) that are essential to operate the IVR system. List minimum and recommended hardware and software requirements in order to load and operate the system. Indicate if any proposer proprietary hardware or software is required. If additional servers are required (e.g. web server) complete another copy of this sheet. Indicate any potential conflict with other components or applications installed on the same server as the IVR application.

<table>
<thead>
<tr>
<th>SPECIFICATION</th>
<th>MINIMUM REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor (type and/or speed)</td>
<td>(provide your response below using a separate page is required)</td>
</tr>
<tr>
<td>Graphics card</td>
<td></td>
</tr>
<tr>
<td>Sound card</td>
<td></td>
</tr>
<tr>
<td>Hard disk drive</td>
<td></td>
</tr>
<tr>
<td>CD-Rom drive</td>
<td></td>
</tr>
<tr>
<td>Diskette drive</td>
<td></td>
</tr>
<tr>
<td>RAM</td>
<td></td>
</tr>
<tr>
<td>Keyboard</td>
<td></td>
</tr>
<tr>
<td>Monitor</td>
<td></td>
</tr>
<tr>
<td>Mouse</td>
<td></td>
</tr>
<tr>
<td>Ethernet card</td>
<td></td>
</tr>
<tr>
<td>Other hardware (e.g. scanners, printers, barcode equipment)</td>
<td></td>
</tr>
<tr>
<td>Operating system</td>
<td></td>
</tr>
<tr>
<td>Database software</td>
<td></td>
</tr>
<tr>
<td>Other software</td>
<td></td>
</tr>
<tr>
<td>Other requirements</td>
<td></td>
</tr>
</tbody>
</table>

For additional comments regarding required hardware and software for the server, attach a separate page for submission with this form.
ATTACHMENT 3

DESKTOP REQUIREMENTS FORM

Indicate the requirements for a user to operate the IVR system. List the minimum and recommended hardware and software requirements in order to load and operate the client system. Indicate if any proposer proprietary hardware or software is required.

<table>
<thead>
<tr>
<th>SPECIFICATION</th>
<th>MINIMUM REQUIREMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor (type and/or speed)</td>
<td>(provide your response below using a separate page is required)</td>
</tr>
<tr>
<td>Graphics card</td>
<td></td>
</tr>
<tr>
<td>Sound card</td>
<td></td>
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<tr>
<td>Hard disk drive</td>
<td></td>
</tr>
<tr>
<td>CD-Rom drive</td>
<td></td>
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<tr>
<td>Diskette drive</td>
<td></td>
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<tr>
<td>RAM</td>
<td></td>
</tr>
<tr>
<td>Keyboard</td>
<td></td>
</tr>
<tr>
<td>Monitor</td>
<td></td>
</tr>
<tr>
<td>Mouse</td>
<td></td>
</tr>
<tr>
<td>Printer</td>
<td></td>
</tr>
<tr>
<td>Ethernet card</td>
<td></td>
</tr>
<tr>
<td>Other hardware (e.g. scanners, printers, barcode equipment)</td>
<td></td>
</tr>
<tr>
<td>Operating system</td>
<td></td>
</tr>
<tr>
<td>Web Browser</td>
<td></td>
</tr>
<tr>
<td>Other software</td>
<td></td>
</tr>
</tbody>
</table>

For additional comments regarding required hardware and software for the server, attach a separate page for submission with this form.
ATTACHMENT 4
REQUIREMENTS CHECKLIST

GCT wishes to automate certain procedures involved with transporting clients utilizing ACCESS services. The key deliverable to be addressed in the RFP is the method of issuing automatic trip reminders and alerts. The requirements for this are listed below. The Proposer should include the costs of optional modules for trip booking, trip cancellations, and trip confirmation. GCT is presenting requirements for both the planned purchase through this RFP as well as requirements for several optional modules to be purchased in the future should funding permit. The Proposer should indicate whether it has the ability to provide the required software and services shown in the three sections as well as future optional modules which include Trip Booking, Trip Confirmation, and Trip Cancellation.

Section 1. System and General Requirements

<table>
<thead>
<tr>
<th>Item</th>
<th>Requirement</th>
<th>Response</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>IVR System Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Be supported by the three-or-four tier client/server architecture</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Operate with a Windows 2003 server environment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Be supported by a fully compliant Open Database Code (ODBC) database model such as MS SQL Server 2008 R2</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>System must be scalable, such that servers and phone lines can be easily added to the system as the call volume increases.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B.</td>
<td>Integration &amp; Interface Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Trapeze PASS Build 7.0.15.0 paratransit scheduling software</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Trapeze Trek 114 MDTs and automatic vehicle location</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Mitel 5000 System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>Functional Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>User Friendly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Able to handle average daily call volumes of up to 250 calls in the evenings in one hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Support for pre-recorded speech files (.wav and .vox file formats)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>TTS – Text to speech capability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Able to support the goal of 95% call capture rate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Able to support the goal of 5% call abandon rate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Section 2. Automatic trip reminders and alerts requirements

<table>
<thead>
<tr>
<th>Item</th>
<th>Requirement</th>
<th>Response</th>
<th>Comments</th>
</tr>
</thead>
</table>
| A.   | **Trip Reminders and Alerts**  
A key deliverable is that the system will be able to issue next-day reminder alerts, imminent arrival alerts, and other alerts (such as reminders to renew paratransit eligibility or reminders about the no-show policy). | | |
| 1.   | Administrators should be able to configure the IVR automatically send outbound reminder calls to passengers, based on certain criteria | | |
| 2.   | The IVR system should allow flexibility for configuration enabling the system to send next day reminders to passengers the evening before their scheduled trip(s). | | |
| 3.   | Administrators should be able to define the time range during which the next-day reminder calls will be sent (e.g. between 7:00pm – 9:00pm). | | |
| 4.   | Administrators should be able to set the next-day reminder calls to call only for demand trips or other specific types of trips (e.g. not activated from subscriptions). | | |
| 5.   | For next-day alert calls the system shall give passengers the option to press a button to cancel the ride. The system shall interact with the Trapeze system to automatically cancel the ride. | | |
| 6.   | The IVR system must have the ability to call passengers up to 10 minutes in advance of their trip on the day of the trip as a simple reminder or | | |
7. Administrators should be able to define, for same-day update calls, a comparison of times, prior to delivery of update callouts.

8. The IVR system should be capable of calling passengers on vehicle arrival and not call before the scheduled pickup window if the driver happens to show up early.

9. The IVR system should be able to call the passenger after a No Show has occurred reminding them that they missed their trip and also stating the No Show policy.

10. The IVR system should be able to call passengers a certain number of days in advance of their eligibility expiring as a reminder to renew.

11. Administrators should be able to set the number of retries on busy or no answer as well as set priorities for the different types of reminder and alert calls to be delivered first if there is contention for phone lines.

12. There should be an ability to enable/disable reminder and alert calls globally, on a client by client basis or on a trip by trip basis.

13. As part of the reminder and alert call message, passengers should be encouraged to press a button acknowledging that they received and understood the message.

14. The system shall be able to track if the phone message was received, if the line was busy and/or if the passenger pressed a button to acknowledge the message.

15. The IVR system should offer passengers other options when delivering reminder and alert calls such as, repeating the message, repeating the message in another language and cancelling the trip in question (These passenger options shall be configurable by the system administrator.)

### Section 3. Reporting Requirements

<table>
<thead>
<tr>
<th>Item</th>
<th>Requirement</th>
<th>Response Yes/No Not Available</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Standard and Ad-hoc reporting for the IVR system are essential. General requirements for reporting include the following:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>The report must be an easy-to-read tool used by managers and others with minimal technical knowledge.</td>
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<td></td>
</tr>
<tr>
<td>2.</td>
<td>The reporting system must be able to produce quickly upon demand.</td>
<td></td>
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<tr>
<td>3.</td>
<td>Copies of all standard reports will be supplied by Proposer.</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>Ad hoc reporting features must be illustrated by</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. Vendors must disclose the report engine and/or toolset used to generate reports.

6. The system must include a set of standard reports including, at a minimum, the following reports:
   - Number of calls made
   - Number of failed calls
   - Number of calls answered
   - Daily call count
   - Call duration by day and hour

B. Administrators must be able to customize the reporting system as optional pieces are added to the IVR, utilizing a simple and easy to manage system for adding reports.

C. All reports must be accessible by client name or route, referencing a certain date or time range, and in detail or summary report form

GCT also requires the proposal for an IVR system to be flexible enough to allow for the addition of other features to allow trip confirmation and trip cancellation at a future time. The Proposer should include the cost of these components as an additional feature in the response.

Supplemental Section 4. Trip Booking

<table>
<thead>
<tr>
<th>Item</th>
<th>Requirement</th>
<th>Response</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Trip Booking</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Passengers should be able to use the IVR system to book and schedule new trips.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Trips shall be scheduled in accordance with the regulations of the Americans with Disabilities Act.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Ability for callers to use the keypad to input all required information including dates, times, client identification, booking identifications, passwords, etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>If the trip cannot be scheduled automatically, the customer shall be transferred to a reservationist, during normal business hours.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>At a minimum, passengers will supply the requested date and time of travel as well as their desired pickup and drop off locations.</td>
<td></td>
<td></td>
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<tr>
<td>5.</td>
<td>The dates available to passengers should be limited to the dates loaded in the schedule.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>The times available to passengers should be limited to the travel times permitted, based on day and hour of week and available routes.</td>
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<td></td>
</tr>
<tr>
<td>7.</td>
<td>Passengers should not be able to use the IVR system to book trips that they otherwise wouldn’t be able to through reservations (e.g. no booking past 1 day out, no same-day trips).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Available booking locations should be presented to callers in a list such that they simply select their desired origin and/or destination.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
9. The list of available locations should include the passenger’s registered location (e.g. client home, client work, doctors, etc.) and the locations that they have visited recently (i.e. frequent locations).

10. Passengers wishing to travel elsewhere would need to speak to a reservationist.

11. * Additionally, passengers should be able to request that one or more additional passengers accompany them by selecting from a list of passenger types (i.e. companion, personal care attendant, etc) and space types (ambulatory, wheelchair, etc.).

12. Passengers should also, as part of the booking process, be able to indicate that they would like a reminder call for the trip and review and optionally override the phone number on file for the reminder call.

13. * Ability for the caller to press a single key and have the last IVR prompt repeated.

14. Ability for the caller to press a single key to speak with a live reservationist or dispatcher (during hours that staff members are present).

15. Ability for the caller to request generic or menu specific help from anywhere within the IVR menus.

16. Administrators will have the ability to setup automatic or caller initiated transfers from anywhere within the IVR menus.

17. *On an invalid or no response the IVR system must have the ability to re-prompt the caller with a different message each time the prompt is spoken.

18. On disconnection by the caller or the IVR system, the IVR system must make the output line immediately available to other callers.

B. Trip Confirmation

1. Passengers should be able to use IVR system to review details of their previously booked trips.

2. Passengers will select the trip they need from a list of all their scheduled trips, either from a date specific list or by entering the booking identification number of the trip they wish to take.

3. The IVR system should present callers with a summary of their trip information, allowing them to scroll forward to the next trip or backward to a previous trip.

4. While reviewing trip summary information, callers should be able to ask for more detailed information regarding the current trip, ask to cancel the trip or request another trip on a different day, similar to the trip being reviewed such that they do not have to enter all of the trip details when making a new booking.

5. Trip summary information should include the date and time of travel, the origin and destination locations and the status of the trip (i.e. scheduled, unscheduled, etc).
6. Trip detail information should additionally include destination time, trip fare, information on additional passengers, mobility aids space requirements, etc.

C. **Trip Cancellation**

1. Passengers should be able to use the IVR system to cancel previously booked trips.

2. Passengers will select the trip that they are interested in from a list of all of their scheduled trips, from a list of trips for a specific date or by entering the booking of the trip that they wish to cancel.

3. The system must be configurable and allow administrator to define the rules that the IVR system should apply when passengers request to cancel a trip.

4. Administrators must be able to configure the system to not allow same day cancellations if desired by the agency.

5. Administrators must be able to configure the system to stamp the trip with the proper status based on when the trip was cancelled in relation to the scheduled pickup time.

6. If the passenger is attempting to cancel their trip after the pickup time has passed, the passenger should not be permitted to cancel the trip and will be given other options for returning to the IVR system or speaking with a dispatcher.

7. If the trip is cancelled between the scheduled pickup time and up to 21 minutes after the scheduled pick up time, the trip should be marked as “No Show”.

8. If the trip is cancelled within 5 minutes of the pickup time the trip should be marked as “Cancelled at the Door”.

9. If the trip is cancelled within 180 minutes of the pickup time the trip should be marked as “Cancelled Late”.

10. If the trip is cancelled with more 181 minutes notice on the day of travel the trip shall be marked as “Same Day Cancel”.

11. If the trip is cancelled more than 25 minutes after the scheduled pick up time, the trip shall be marked as “Missed Trip”.

12. If the trip is cancelled with more than one day’s notice, the trip should be marked as “Cancelled In Advance”.
ATTACHMENT 5

CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, ___________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.
ATTACHMENT 6

“BUY AMERICA” CERTIFICATE

Certification Requirement for Procurement of Steel, Iron or Manufactured Goods

The Offeror shall complete either Alternative A or B below and submit this form with its bid if the total bid amount is greater than $100,000.

Alternative A

CERTIFICATE FOR COMPLIANCE WITH 49 U.S.C. 5323(j)(1)

The offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1) and the regulations at 49 C.F.R. Part 661.5.

DATE: ______________________________________________________

SIGNATURE: ________________________________________________

COMPANY NAME: ___________________________________________

TITLE: ______________________________________________________

OR

CERTIFICATE FOR NON-COMPLIANCE WITH 49 U.S.C. 5323(j)(1)

The offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B) or 5323(j)(2)(D) and the regulations in 49 C.F.R. 661.7.

DATE: ______________________________________________________

SIGNATURE: ________________________________________________

COMPANY NAME: ___________________________________________

TITLE: ______________________________________________________
ATTACHMENT 7
GUARANTY

The undersigned, as "Contractor," guarantees to Gold Coast Transit (GCT) that the materials furnished, the completed installation work, and the related work performed by the Contractor in accordance with the Contract awarded pursuant to Request for Proposal (RFP) 11-21 for Paratransit IVR.

A. For a period of one (1) year from the date of completion, as evidenced by the date of final acceptance of the work by GCT, the Contractor warrants to GCT that work performed and materials furnished under this Contract conforms to the Contract requirements and shall be free from any defect in design, material or workmanship performed by the Contractor or its subcontractors or suppliers.

B. Under this guaranty, the Contractor shall remedy at its own expense any such failure to conform or any such defect.

C. Nothing in the above intends or implies that this warranty shall apply to work, which has been abused or neglected by GCT.

D. This guaranty shall be in addition to the other guarantees and warranties, if any, specified elsewhere in the Agreement and shall be enforceable concurrently with, or in lieu of, said other guarantees.

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes during the period specified above, the undersigned agrees to reimburse GCT, upon demand, for its expenses incurred in restoring any such equipment or materials replaced and the cost of removing and replacing any other work without cost to GCT so that said work will function correctly as originally contemplated.

GCT shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event GCT elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from GCT. If the undersigned shall fail or refuse to comply with its obligations under this guaranty, GCT shall be entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reasons of the said failure or refusal.

Signature _____________________________   Title ______________________________

Subscribed and sworn to before me this ________ day of___________________, 2012
ATTACHMENT 8
BIDDERS LIST FORM

Bidders List Form

Gold Coast Transit (GCT) is required per 49 CFR 26.11(c) to create and maintain a comprehensive Bidders List. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs, and will assist with establishing the agency’s triennial DBE goal. Each Bidders List is a compilation of bidders, proposers, quoters, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific acquisition. Please provide the following mandatory data:

**Part A - BUSINESS DATA**

- **Business Name:**
- **Address:**
- **City:**
- **State:**
- **Zip Code:**
- **County Business is Located in:**
- **Phone Number:**
- **Fax Number:**
- **Name of Contact Person:**
- **Email Address:**

**Type of Business:**

- [ ] Sole Proprietor
- [ ] Partnership
- [ ] Corporation
- [ ] Joint Venture
- [ ] Other

**Is this business certified as a Disadvantaged Business Enterprise?**

- [ ] Yes
- [ ] No

**Is this business a Small Business as defined by U.S. Department of Transportation's Small Business definition located at [link]?**

- [ ] Yes
- [ ] No

**Age of Business:**

- [ ] [ ] Years
- [ ] [ ] Months

**Business License #**

**Business Annual Gross Receipts:**

- [ ] Less than $500,000
- [ ] $500,000 to $1,000,000
- [ ] $1,000,000 to $2,000,000
- [ ] Over $2,000,000

**If applicable:**

- **Contractor’s License #**
- **License Type:**
- **License Expires:**

**Part B - PROJECT AND WORK DESCRIPTION**

**Competitive Process:**

- [ ] RFQ
- [ ] IFB
- [ ] RFP

**Project Name:**

Provide a brief description of scope of work, services, and/or materials to be performed/furnished:

Will you subcontract any of your work?  

- [ ] Yes  
- [ ] No  
- [ ] If “YES”, the subcontractor must also complete an individual Bidders List Form.

**Part C - SIGNATURE**

I hereby certify the above information is true and correct to the best of my knowledge and belief.

- **Authorised Signature:**
  
  
  
- **Printed Name:**
  
  
  
- **Title:**
  
  
  
- **Date:**
  
  
  