

**CAPITOL CORRIDOR JOINT POWERS AUTHORITY**  
**REQUEST FOR PROPOSALS (RFP)**  
**TO PROVIDE**  
**FOLDING BICYCLE RENTAL SERVICE PROGRAM FOR**  
**THE CAPITOL CORRIDOR INTERCITY PASSENGER RAIL SERVICE**  
**RFP201617-002**

**A. Introduction**

The Capitol Corridor Joint Powers Authority (“CCJPA” or the “Capitol Corridor”) is soliciting proposals for folding bicycle equipment and operations services to establish a folding bicycle rental service at select train stations for the Capitol Corridor Intercity Passenger Rail Service. Accordingly, CCJPA is issuing this Request for Proposals (“RFP”) to prospective Proposers.

Through this RFP, CCJPA will select Proposer(s) who can offer the full package of equipment and services as related to folding bicycle rental, from providing the physical infrastructure (folding bicycles and rental locker units), to operations and customer service, user education, joint marketing (with CCJPA), to near real-time usage data, and finally, maintenance service of the folding bicycles, rental locker units and other related equipment.

CCJPA intends to purchase enough folding bicycles and rental locker units (exact quantity TBD) to have the folding bicycle rental service available at three or more Capitol Corridor stations: Sacramento, Davis, and Oakland Jack London Square. Berkeley and Santa Clara/Great America are also station options if financially feasible, as would be expansion to other station locations if performance metrics and funding warrant such actions.

Based on assessment of business metrics of the rental service described in this RFP, CCJPA is not expecting to receive any portion of revenue from operations of the folding bicycle rental service. The Proposer will be expected to collect operating revenue in the form of rental fees from users to cover operating expenses. The selected Proposer of this RFP would be responsible for the full research and development as well as other business costs of the folding bicycle rental service, including, but not limited to, any applicable city permit fees for operating the service, customer service labor costs, applicable technology fees (e.g., payment systems and data communications), maintenance labor costs, and maintenance technology and tools.

The Proposer should identify what, if any, recurring capital costs (e.g., bicycle replacement, spare parts, significant part replacement of locker units and folding bicycle units) would be the financial responsibility of CCJPA in order to establish a successful ongoing rental program. Individual rental costs for users should be as minimal as reasonable to sustain business operations. CCJPA recognizes that the selected Proposer will be undertaking significant business risk to fulfill the ongoing requirements of this RFP, as such, CCJPA is open to working with the selected Proposer to support sustainable operations of the rental service.

Proposers should be aware of the liabilities related to the operations of the folding bicycle rental service and the potential insurance coverage required for those liabilities. While specific insurance

requirements can only be determined after full details of the rental service are known, general liabilities and respective responsible parties can be expressed at this time.

- Liability will rest with CCJPA and Amtrak for property stored and user rental activities that occur in the Amtrak-leased station property; for example, while the folding bicycles are stored in the rental locker units and when folding bicycles are used by customers in the leased station property area.
- Liability will rest with the selected Proposer and any subcontractors for user rental activities that occur outside of the Amtrak-leased station property areas.
- Any issues that stem from the design of the folding bicycles and rental locker units will be liability of the designer and/or manufacturer of the folding bicycles and rental locker units.
- Issues that stem from the maintenance of the folding bicycles and rental locker units will be liability of the folding bicycle and rental locker unit maintenance provider.

An initial Notice to Proceed (“NTP (1)”) will be issued for folding bicycles and rental locker units to be furnished at three Capitol Corridor stations (Sacramento, Davis, and Oakland Jack London). An estimate for each station is 10 folding bicycles and 15 rental locker units, but specific NTP (1) will be mutually agreed upon between the selected Proposer and CCJPA. Subsequently, additional Notice(s) to Proceed (“NTP(s)”) may be issued for additional folding bicycles and rental locker units as CCJPA decides, at its sole discretion, to purchase additional quantities mutually agreed upon between the selected Proposer and CCJPA, as rental service performance is evaluated and budget is allowed. Additionally, there is interest from the San Francisco Bay Area Rapid Transit District (BART) to procure the same folding bicycle rental service for a pilot project at one station, with option to increase as performance is evaluated and budget allows.

## **B. Background**

CCJPA is dedicated to supporting bicycle use at stations and onboard trains in the form of providing bicycle storage. Right now, Capitol Corridor passengers can either choose to bring their bikes onboard or leave their bikes in secure bicycle lockers at select stations. The onboard and at-station bicycle storage were all implemented as part of CCJPA's 2014 Bicycle Access Plan ([http://www.capitolcorridor.org/included/docs/aboard/CCJPA\\_Bicycle\\_Access\\_Plan\\_DRAFT.pdf](http://www.capitolcorridor.org/included/docs/aboard/CCJPA_Bicycle_Access_Plan_DRAFT.pdf)). The next action identified in the Bicycle Access Plan is to implement a folding bike rental service at select stations. Folding bicycle rentals provide another avenue of access for Capitol Corridor passengers who want to use a bike as part of their trip. Folding bicycles can be easily stowed onboard Capitol Corridor trains, and they can essentially travel with the user wherever the user goes, without needing a separate bicycle rack or locker for temporary storage.

## **C. Funding Sources**

State of California Department of Transportation Public Transportation Funds (no Buy America provisions associated)

## **D. California Public Records Act**

This RFP and any material submitted by the Proposer are subject to public inspection under the California Public Records Act (California Government Code Section 6250 et seq.), unless exempted by law. CCJPA will not publicly disclose proprietary information obtained as a result of this RFP. To the full extent that it is protected by law and regulations, information identified by a Proposer as Proprietary or Confidential will be kept confidential. Proposers should specifically identify any portion of their Proposals which they deem to contain confidential, proprietary information or trade secrets and will be required to provide, upon request, justification and defense of Proposer's position that such material should not be disclosed by CCJPA under the California Public Records Act.

In the event there is a Public Records Act request filed with CCJPA seeking disclosure of information that has been designated Confidential Information by the Proposer pursuant to the

Proposal, CCJPA agrees to give Proposer prompt written notice of such request, and Proposer agrees to assist CCJPA in responding to the request by reviewing the documents requested and confirming that Proposer wishes that they not be made public by CCJPA. In addition, Proposer agrees to hold CCJPA harmless and, at CCJPA's option, provide legal defense for CCJPA from all claims and demands including attorneys' fees asserted against CCJPA that may result from CCJPA refusing to make public documents that Proposer has designated as proprietary. Proposer also agrees that, if any action is filed in court seeking disclosure of the information declared proprietary by Proposer, CCJPA may deposit the documents with the court and Proposer will defend its designation of the information as proprietary.

#### **E. Proposer's Expenses**

Proposers are solely responsible, without recourse to the CCJPA and BART as managing agency or any and all of their directors, officers, agents or employees, for their own costs and expense in preparing and submitting a Proposal, and for participating in the Procurement Process described in Section J of this RFP, including but not limited to, any meetings with the CCJPA and providing any clarifications and additional information that may be requested by the CCJPA, and any and all of its directors, officers, agents or employees.

#### **F. Proposal Submittal**

The submittal must include the following:

1. Proposal describing the Proposer's folding bicycle rental service program. Proposals should include the following:
  - a. Detailed description of the **folding bicycles** to be used as part of the rental service, including images of the folding bicycles, descriptions of the fold/unfold process, dimensions (including the dynamic envelope of the bicycle in both the folded and unfolded positions), average time to fold/unfold, and other relevant specification information the Proposer might deem important related to bicycle performance and use. Folding bicycles should be designed to simplify ease of use including folding and unfolding, especially for first-time users of the folding bicycles. Proposers are encouraged to research and present a method for GPS tracking of the individual folding bicycles during the rental period, but this capability is optional;
  - b. Detailed description of the **folding bicycle rental locker units**, including dimensions, materials, operational information, including near-real time data monitoring and reporting, and access security as related to theft prevention. Please include screenshots or conceptual images of all point of sales/user interface screens to convey a sense of user experience during point of rentals. Proposers are encouraged, but not required, to include quick bicycle maintenance tools (e.g., repair station and tire pump) at each rental location to be provided as part of the Proposal;
  - c. Detailed **operations plan** for the proposed folding bicycle rental service, including payment methods, user accessibility, system rebalancing, etc. Proposer should demonstrate capability to create or alter rental reservation system according to CCJPA and vendor-established policies, as they are identified in the future. A detailed description of the operating system and its functionalities should be included;
  - d. Detailed **marketing plan** to increase awareness and use of the folding bicycle rental service, which considers various CCJPA communication channels (e.g., website, social media, emails, etc.). See Attachment B for a list of available CCJPA communication channels. Marketing plan should consider free or discounted usage during a promotional period for the launch of the service.

- e. Detailed **customer service plan** for the proposed folding bicycle rental service detailing how to provide for successful use of the bicycles to minimize customer service costs. Please include screenshots or conceptual images of web-based user interface screens to convey sense of user experience during initial inquiries, sign-up, reservation process, trouble-shooting during rental and account management;
- f. Detailed **maintenance and service plan for the folding bicycles**, including frequency of maintenance and expected service years of folding bicycles, as well as how on-demand or emergency maintenance/service will be performed. Proposer should identify a sufficient number of spare parts and reserve folding bicycles that CCJPA should purchase before launch, to replace stolen, damaged and out-of-service folding bicycles as they are repaired. CCJPA will be responsible for purchasing additional folding bicycles as the reserve fleet is diminished;
- g. Detailed **maintenance and service plan for the rental locker units**, including frequency of maintenance and expected service years of rental locker units, as well as how on-demand or emergency maintenance/service will be performed; detailed list of locker unit spare parts to have on-hand;
- h. Identification of any **ongoing capital costs** (e.g., bicycle replacement, replacement of significant parts of locker units and bicycle units) that CCJPA would be financially responsible for in order to maintain a successful ongoing rental service. Please describe anticipated range of bicycle replacements per year due to theft, damage, or normal wear, and identify strategies to minimize capital replacement costs.

Refer to Attachment A for additional submittal requirement details. All required plan documents will be subject for review and final approval by CCJPA after contract is executed but prior to launch of rental service.

- 2. Statement of Qualifications describing the Proposer's experience in providing or supporting a folding bicycle rental service (or a service with similar functional elements).
- 3. Product Roadmap and Business Risks identifying the extent of growth potential and risks associated with this type of folding bicycle rental service. Proposers should be able to demonstrate an integrated and developed understanding of the folding bike and bike rental service business in this section. Proposers are encouraged to share the extent of their knowledge on the two areas as described below:
  - i. Anticipated innovation path, refinements, and objectives of the folding bicycle rental service in the future (e.g., electric folding bikes, GPS tracking of rental bikes). The future vision should include considerations of how all aspects of the service (e.g., ongoing costs, service expansion at existing locations and new locations, customer service) might change as anticipated innovation and refinements are implemented.
  - j. Ranked key risk areas to Proposer's business(es) from participating as a selected Proposer in this RFP (e.g., financing challenges, liability challenges). Understanding the Proposer's risks will help CCJPA try to mitigate the risks during the project refinement and negotiation process.

**G. RFP Response Submittal Requirements**

All response submittals to the RFP must be received by 5:00 p.m. Pacific Time, on June 9, 2017.

- 1. Proposer's response submittals shall be submitted to the following address:

By personal delivery, express mail, or U.S. mail:

Shirley Qian, Planner  
Capitol Corridor Joint Powers Authority  
300 Lakeside Drive, 14th Floor  
Oakland, CA 94612

Envelopes or packages containing response submittals shall be labeled on the outside packaging as follows:

“RFP201617-002 Folding Bicycle Rental Service Program”

2. The number of copies of the response submittals to be provided shall be as follows:
  - a. Three (3) (hardcopy) complete copies.
  - b. One digital version (CD, DVD, or USB medium) of the complete response submittal in Portable Document Format (PDF).

#### **H. Rejection of Response Submittals**

Response submittals may be rejected if they show such items as: conditional responses; incomplete submittals; irregularities which make the response submittal incomplete, indefinite, or ambiguous; improper markings and identification; or a signature by other than an authorized person.

#### **I. Evaluation Criteria**

Response submittals will be evaluated according to the following criteria with each criterion ascribed the percentage weight as identified below:

1. [75%] Thoroughness of program description that fulfills folding bicycle rental service requirements as described in Attachment A. Integration of the five components below into a cohesive folding bicycle rental service program is key.
  - a. rental locker units
  - b. folding bicycles
  - c. operating plan
  - d. customer service strategies
  - e. maintenance and service plan
2. [5%] Demonstrated history, with inclusion of insights/lessons learned, of successful bicycle-related rental and/or secure parking area program implementation and operations.
3. [20%] Cost to CCJPA and cost to users to provide and operate the equipment, launch, operations, marketing and customer service for the folding bicycle rental service.

#### **J. Anticipated Evaluation and Selection Schedule**

The tentative selection process schedule is as follows:

- |  |                |
|--|----------------|
| 1. Release Date                                  | April 10, 2017 |
| 2. Pre-Submittal Meeting                         | April 24, 2017 |
| 3. Proposal Submission Date                      | June 9, 2017   |
| 4. Notification – Short-list for Oral Interviews | June 23, 2017  |
| 5. Oral Interviews                               | June 28, 2017  |
| 6. Final Selection for Negotiations              | June 30, 2017  |

**K. Pre-Submittal Meeting**

There will be a pre-submittal meeting hosted at CCJPA offices (300 Lakeside Dr. Oakland, CA 94612) on April 24, 2017. The meeting will introduce the RFP process and specifications. Attendees will be able to ask any clarification questions regarding CCJPA, the RFP process, and/or the RFP specifications. All interested proposers are encouraged to attend the pre-submittal meeting. Please RSVP to Shirley Qian at [shirleyq@capitolcorridor.org](mailto:shirleyq@capitolcorridor.org) or (510) 874-7491 if you plan on attending the pre-submittal meeting.

**L. Questions Regarding the RFP**

Questions regarding this RFP or requests for additional information shall be directed in writing or email to the designated CCJPA staff listed below. All inquiries shall be made to the CCJPA at least ten (10) calendar days before the submission date. Inquiries received less than ten (10) calendar days prior to such date may, at the CCJPA's sole option, not be responded to.

Shirley Qian  
Planner

Capitol Corridor Joint Powers Authority  
300 Lakeside Drive, 14th Floor East  
Oakland, CA 94612

Phone: (510) 874-7491  
Email: [shirleyq@capitolcorridor.org](mailto:shirleyq@capitolcorridor.org)

**M. Attachments**

Attachment A Folding Bicycle Rental Service Requirements  
Attachment B Available CCJPA Resources for Folding Bicycle Rental Service Marketing  
Attachment C Sample Contract

All information in the attachments are only to serve as reference for Response Submittal preparations and cannot be shared or used for commercial purposes.

## Attachment A

### Folding Bicycle Rental Service Requirements

The criteria below are minimum criteria. Proposers should feel free to share features and operations details that are not called out below which would improve upon these criteria.

#### 1. Folding Bicycles

- a. Folding bicycles must be adjustable by the user without tools. Please also provide the user height and weight range limitations for the folding bicycles.
- b. Dimensions of the bicycle when folded must be equal or less than two feet by two feet (width and height) by one foot (depth).
- c. Wheelbase of the folding bicycle must be approximately 41 inches.
- d. Folding bicycles must have at least three speed gears and front- and rear-hand operated brakes.
- e. Folding bicycles must be quickly folded and unfolded without tools and average times to do each maneuver by first-time users should be documented.
- f. Folding bicycles, when folded, must be able to be easily carried or maneuvered on a flat surface.
- g. Folding bicycles, when folded, must be restrained from inadvertent unfolding.
- h. Folding bicycles must be equipped with pedal-powered headlights and backlights.
- i. Folding bicycles should be equipped with a tracking device (e.g., RFID) for inventory and theft-prevention purposes that is linked to the locker units.
- j. Folding bicycles should be equal or less than 30 pounds when carried.
- k. Folding bicycles should include CCJPA logo in an easily visible area.

#### 2. Folding Bicycle Rental Locker Units

- a. Locker units should be space-efficient as individual units and when grouped. Locker units should be sized to hold a folding bicycle (in the folded configuration), not full-size bicycles.
- b. Locker units should provide for one folding bicycle per point of entry.
- c. Locker units should be capable of storing a folding bicycle up to 50 pounds in weight without damage or failure due to bicycle leaning or falling against the locker from the inside.
- d. Locker units should be of a modular design that allows for easy replacement of components such as doors, top and side panels, electronic controllers, and latching mechanisms.
- e. Locker units should be capable of operations in temperatures ranging from -20°C/-4°F to 70°C/158°F.
- f. Locker units should be capable of operating in weather-exposed conditions and in coastal marine environments.
- g. Locker units should restrict the entry of windblown debris around their full perimeter.
- h. Locker units should have an adjustable system for anchoring and leveling on installation sites with adjustment range of up to 3.0% slope.
- i. Locker units should provide access for easy removal or cut-off of installed anchors to facilitate relocation.

- j. Locker units should be capable of being installed on concrete substrates.
- k. Locker units should provide standard externally mounted number plates made of durable, weather-resistant materials and should have electronically coded controller, door, location, and ID numbers which are logged on every rental transaction.
- l. Locker units should have no exposed fasteners that would enable locker disassembly from the outside.
- m. Locker units should be structurally resistant to abuses such as kicking, hitting, and being stood or jumped upon. Doors and sides should be capable of resisting the impact of a 100-pound (lb) pendulum swinging from a height of 5 inches above the impact point without any permanent buckling, cracking, or deformation of the doors, side panels, or other locker components.
- n. Locker units should have external finishes that facilitate the removal of graffiti.
- o. Locker units should provide high durability and vandalism resistance, with minimum maintenance of electronic interface hardware and components.
- p. Locker unit doors and sides shall allow maximum visual transparency for ease of locker inspection.
- q. Locker unit doors should have interior reinforcement to reduce warping and should be at least 1.5 inches thick to resist prying attacks.
- r. Locker unit latching device should be capable of resisting a 3000 pound (lb) pull-out force, such as during an attempt to pry the door open. No portion of door should displace more than 0.4 inches when subjected to prying at any location on the door using a 30-pound force on a 36-inch pry bar with a 1-inch fulcrum.
- s. Locker unit roofs should be crowned or sloped to enable proper water run-off, and roof system should be capable of resisting the dropping of a 200 pound (lb) load from 12 inches above without any permanent buckling, cracking, or deformation of the roof or other locker unit components.
- t. Locker units should have the option of not requiring any wired connections, such as for power (solar/battery power) or communications (cellphone or Wi-Fi). Depending on station location of rental locker units, either direct wired connections or non-direct wired connections may be ideal.
- u. Locker units should be equipped with an electronic reader that determines the presence of a bicycle, and the specific identification number of that bicycle in the individual locker compartments; this device should be linked to an inventory management system.
- v. Locker units should be equipped to have cellular/Wi-Fi connectivity to transmit real-time inventory and rental data.
- w. Locker units should display CCJPA logo in an easily visible area.
- x. Locker units, when grouped, should have at least one user interface console per eight units.
- y. Locker units should be equipped with a user interface display that is protected against vandalism by polycarbonate cover. Touch screen displays are not acceptable.
- z. Each user interface console should have an access device reader and a dynamic display of real-time rental status, how to use the system, rental rules, as well as in-context warnings.
- aa. User interface console should be capable of displaying user-specific information such as value remaining on access device (if applicable), access device rental state, and if an access device has been blocked.
- bb. User interface console should be equipped to accommodate multiple access technologies, including phone, text/SMS, chip style credit cards, ISO-7816 and ISO 14443 smart cards, and



NFC or Bluetooth enabled smartphones. Magnetic swipe functionality is optional. User interface shall specifically be able to accept San Francisco Bay Area Clipper Cards.

- cc. User interface console screen should be glare-resistant and scratch-resistant. Display should be readable in bright sunlight and have a backlight for low light and full darkness readability.
- dd. User interface console screen display should be graphic LCD type, capable of operating in a wide temperature range (-20°C/-4°F to 70°C/158°F).
- ee. Locker units should be securely locked when folding bicycles are stored and when locker units are empty, and only unlocked under strict parameters associated with rental checking in and out and by authorized operations and maintenance personnel.
- ff. Additional security features at the locker units, such as cameras activated during rental process, can be considered if deemed cost-effective.
- gg. Locker units should include an emergency return feature to accommodate users who experience difficulty returning bikes to designated return locker unit.
- hh. Locker units should be capable of being field serviced and electronic components easily removed by maintenance staff, with a mechanical key, from the outside of the locker without damaging the locker components, locker unit, or internal wiring.
- ii. Locker units should be capable of being manually opened from the outside of the unit by maintenance staff should power be cut to the locker, or should the electronic system malfunction for any reason.
- jj. Any available locker unit space containing a rentable folding bicycle should be accessible by a valid access device via the User Interface Console.
- kk. Locker units must remain secure while in the 'available' mode, meaning the locker is closed and cannot be opened by anyone except a holder of a valid access device.
- ll. Locker units must remain dedicated while in a 'secured' mode, meaning the locker is closed, secure, and cannot be opened by any user except the authorized user who initially started a bike rental and engaged the latch in the 'secured' mode.
- mm. Locker units should be capable of being opened at any time, while in any mode (available or secured), by a System Administrator.

### 3. Folding Bicycle Rental Service: Operations

- a. Rental eligibility should be based on creating individual user accounts that are linked to a valid payment method.
- b. Rental service must have a user payment system that has demonstrated financial and digital security to reduce risk of fraud and theft of sensitive personal financial information.
- c. Rental system must include a claimable deposit for situations of theft, damage, etc. so that replacement costs can be offset.
- d. Rental service should offer 24-hour on-demand user access to folding bicycle rental service.
- e. Rental service should be able to log all rental transactions and link access device transactions to a specific user and facility owner, if there are multiple facility owners in the system.
- f. Payment and processing of rental check out/check in at the locker units should be fast (latency should be under 10 seconds).
- g. Rental service should positively and reliably verify the specific folding bicycle rented is returned and secured before closing the rental transaction and releasing credit card deposit.

- h. Rentals should be based on a reservation system that allows rentals under easily adjustable parameters set by CCJPA and vendor. Reservation-type rentals ensure that users who initiate rentals several hours in advance can be sure that there will be a folding bike reserved for them at the selected pick-up location. CCJPA envisions the following reservation parameters:
- Rentals can be initiated up to 24-hours in advance and as little as 1-minute in advance, both on the web, app, or at the locker unit interface.
  - Rentals should indicate expected date of return, as well as location of return.
  - Rental durations should be in 24-hour increments.
  - For rentals made more than 1 hour in advance of rental initiation, at least one of three rental confirmation replies (e.g., texts or emails) are required from the user (e.g., three hours, one hour, and ten minutes) or the rental is canceled.
  - For rentals made less than 1 hour in advance, confirmation is presumed and no confirmation replies are necessary.
  - For rentals that are longer than 3 days, user replies (e.g., text or email) should be required, at a frequency to be determined, to determine continued use.
  - Please describe how rentals for a group (more than one user) would work. For example, would a couple who want to rent two bikes be allowed to rent two bikes under one account, or would they need to have two separate accounts for the two rentals?
  - Customers should be 18 or older, as identified during initial account registration processes.
  - Please list and describe other characteristics or reasons why rental eligibility may potentially be declined for users (e.g., users who have a negative record).
  - User should be able to flag a folding bicycle for repair upon either start or end of a rental transaction. Checking and accepting pre-rental bike condition should be part of the rental initiation procedure, and users can have up to 10 minutes after rental initiation to return a bike if it is damaged or unsafe to ride in.
- i. Rental service should be capable of setting different rental rates by time of day, day of week, or holidays, as well as dynamic bike share pricing to facilitate redistribution of bicycles.
- j. Rental payment service should include ability to issue refunds and to charge customers who violate certain policies, as they are identified in the future.
- k. Rental service should have capability to accommodate bike returns to locker units at a different station than the origin of the bike rental. Extra service charges for return to a different location are acceptable to CCJPA.
- l. In the event where normal return functions are disabled (e.g. through data and access control communication failure), users should be able to perform a return transaction without any automated electronic return interactions.
- m. Rental service should allow return of bikes to nearby BikeLink eLockers to accommodate users who experience problems returning their rental folding bikes to the designated locker units.
- n. Rental service should enable System Administrators to immediately and permanently disable an access device or user.
- o. Rental service should enable System Administrators to remotely monitor and manage locker units and rental folding bicycles via the Internet.
- p. Rental service should provide access restriction functionality for Facility Owners to limit access to their locker units to a subset of access device holders.

- q. Rental service operations should include a customer service plan (see section 4 below).
- r. The monitoring and reporting interface system available to CCJPA should be described in the proposal.
- s. Rental service should provide a secure web-based central depository for usage, service, and monitoring records, as well as usage data plotting and analysis and user support tools. CCJPA should have access to this web-based central depository, as well as the data analysis tools.
- t. Rental service shall include an inventory management tracking system that allows real-time usage monitoring and inventory tracking.
- u. Rental service shall establish an initial ratio of bike-occupied locker units to unoccupied units and be capable of adjusting that ratio for different stations based on usage data.

#### 4. Folding Bicycle Rental Service: Customer Service

- a. Customer service plan should include a thorough description of communications to first-time users of the rental service that are designed to minimize customer service costs (e.g., incorporating physical design features of the folding bicycle and rental locker units that provide clear directions for usage).
- b. Rental service must incorporate elements of user education and on-demand troubleshooting and support as part of customer service plan.
- c. Customer service plan should include all aspects of customer service from technical support, rental support, troubleshooting, to educational materials on websites, on the bicycles and on the rental locker units.
- d. Customer service should be provided in the form of email and telephone user support, including daytime technical support and 24/7 basic and emergency support for registered users.
- e. Rental service should have a web-based interface to allow users to create profiles and perform simple account management activities such as rental record history and payment information. Please include screenshots or conceptual drafts of web-based customer interface.

#### 5. Folding Bicycle Rental Service: Maintenance

- a. Maintenance and service plan must identify how scheduled, on-demand or emergency maintenance/service will be performed.
- b. Maintenance and service plan should include frequency of maintenance and expected service life of folding bicycles and rental locker units.
- c. Maintenance and service plan should identify vendor(s) who will be performing the maintenance and servicing.
- d. Define initial spare parts to have on-hand.
- e. Rebalancing metrics: Define goals for response to maintenance and rebalancing needs (how long a period is acceptable from service call until a staff person responds to the location)?

## Attachment B

### Available CCJPA Resources for Folding Bicycle Rental Service Marketing

1. Capitol Corridor website ([www.capitolcorridor.org](http://www.capitolcorridor.org))
  - a. Front page announcement
  - b. Individual station pages
  - c. News and updates pages
2. CC Ride Mail (weekly rider email blast)
  - a. Announcements and reminders
3. Get On Board blog ([www.capitolcorridor.org/blogs/get\\_on\\_board/](http://www.capitolcorridor.org/blogs/get_on_board/))
  - a. Detailed blog post about folding bicycle rental service
4. Social media channels
  - a. Facebook ([www.facebook.com/CapitolCorridor](http://www.facebook.com/CapitolCorridor))
  - b. Twitter ([twitter.com/CapitolCorridor](https://twitter.com/CapitolCorridor))
  - c. Instagram ([www.instagram.com/capitolcorridor/](https://www.instagram.com/capitolcorridor/))
  - d. YouTube ([www.youtube.com/user/CapitolCorridor](https://www.youtube.com/user/CapitolCorridor))
  - e. Pinterest ([www.pinterest.com/capitolcorridor](http://www.pinterest.com/capitolcorridor))
5. Onboard Wi-Fi Landing Page (home web page that passengers see when they use onboard Wi-Fi on Capitol Corridor trains)
6. On-Train Information Screens (planned for 2019)

**Attachment C**

***SAMPLE CONTRACT***

**Between**

**CAPITOL CORRIDOR JOINT POWERS AUTHORITY**

**And**

**[SUPPLIER]**

**TO PROVIDE**

**FOLDING BICYCLE RENTAL SERVICE AT CAPITOL CORRIDOR TRAIN STATIONS**

**CCJPA CONTRACT NO. CC1116-198PSP.00**

**2017**

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Attachments

ATTACHMENT A: Scope of Work

ATTACHMENT B: Fixed Rate Schedule

**FOLDING BICYCLE RENTAL SERVICE FOR CAPITOL CORRIDOR TRAIN STATIONS**

**CCJPA CONTRACT NO. CC1116-198PSP.00**

**Between**

**CAPITOL CORRIDOR JOINT POWERS AUTHORITY**

**And**

**[SUPPLIER]**

THIS CONTRACT ("Contract") is made and entered into this DATE, by and between CAPITOL CORRIDOR JOINT POWERS AUTHORITY, a California authority for the joint exercise of power ("CCJPA") and ("SUPPLIER").

**RECITALS**

This Contract is made with reference to the following facts:

1. CCJPA wishes to implement a folding bicycle rental service at select Capitol Corridor train stations (Project);
2. The services required for the Project cannot be performed satisfactorily by the officers and employees of CCJPA;
3. The parties hereto now wish to enter into this Contract pursuant to which SUPPLIER will furnish materials and services in connection with the Scope of Work as hereinafter provided.

\* \* \*



## A G R E E M E N T

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1.0 WORK TO BE PERFORMED

The parties agree that the materials to be provided and work to be performed by the SUPPLIER under this Contract shall be as hereinafter set forth in this Article 1.0;

### 1.1 SCOPE OF WORK

SUPPLIER's work responsibilities are described in Attachment A, SCOPE OF WORK, incorporated herein and by this reference made a part hereof. SUPPLIER shall be responsible to provide, perform or secure the performance of all requested materials and work in their entirety in close coordination with the Project Director or his/her representative.

### 1.2 FINANCIAL ADMINISTRATION

SUPPLIER and its SUBSUPPLIERS at any tier shall establish and maintain records pertaining to the fiscal activities of the Project. SUPPLIER's and SUBSUPPLIERS' accounting systems shall conform to generally accepted accounting principles and the following requirements:

#### A. Cost Breakdown

All such records shall provide, at a minimum, a breakdown of total costs charged to the Project, including properly executed invoices and vouchers.

#### B. "California Public Employees" Retirement System (CalPERS) Compliance

To ensure compliance with state laws and regulations related to membership in CalPERS, SUPPLIER shall comply with the following requirements:

1. Written verifications regarding prior service at a CalPERS agency:
  - a. Prior to assigning an additional SUPPLIER to this Contract, SUPPLIER shall request that the individual verify in writing:
    1. Whether or not the individual has previously worked for a CalPERS employer; and
    2. Whether or not the individual is a CalPERS retired annuitant.
2. CalPERS members - Employee contribution to CalPERS:
  - a. If the individual to be assigned to the position verifies that he or she has previously worked for a CalPERS employer and is not a retired annuitant, SUPPLIER shall require the individual to acknowledge in writing that if he or she is a CalPERS member, the employee contribution to CalPERS shall be deducted from each paycheck while performing work under this Contract.

3. Limitations on Hours:

- a. Retired annuitant: If the individual to be assigned to this Contract verifies that he or she has previously worked for a CalPERS employer and is a CalPERS retired annuitant, SUPPLIER shall monitor the individual's work hours to ensure that the individual does not exceed 960 hours per fiscal year. SUPPLIER shall inform the Project Director in writing as soon as the individual accrues 900 hours, in order to allow for timely replacement.
- b. No previous service at a CalPERS employer: If the individual to be assigned to perform work under this Contract verifies that he or she has not previously worked for a CalPERS employer, SUPPLIER shall monitor the individual's work hours to ensure that the individual does not exceed 1000 hours per fiscal year. SUPPLIER shall inform the Project Director in writing as soon as an individual accrues 900 hours, in order to allow for timely replacement.

4. SUPPLIER Certification

- a. SUPPLIER shall certify in writing that the hours of the individual performing work under this Contract does not exceed the limitations set forth above (i.e., 960 hours per fiscal year if the individual is a CalPERS retired annuitant, or 1000 hours per fiscal year if the individual has not previously worked for a CalPERS employer). Such certification shall be submitted monthly with each invoice.

**2.0 TIME OF PERFORMANCE AND DELAYS**

**2.1 TIME OF PERFORMANCE**

A. Performance of Scope of Work

SUPPLIER's performance of Scope of Work as described in Attachment A shall commence upon receipt of a Notice to Proceed issued by CCJPA within the number of calendar days specified in the Notice to Proceed, unless terminated earlier in accordance with Article 5.0, TERMINATION, or if the limit on maximum compensation established in Article 3.1, COMPENSATION, is reached.

B. Term of Contract

The term of this Contract will be [X] years from the date of execution of this Contract, subject to termination as provided for in the Contract.

**2.2 DELAYS**

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of the public enemy and governmental acts beyond the control and without fault or negligence of the affected party.

Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder or prevent performance of any obligations under this Contract.

### 3.0 COMPENSATION AND PAYMENT

#### 3.1 COMPENSATION

##### A. Basis

The compensation for products procured or work performed under this Contract will be on a fixed rate basis. Such compensation will be allowable only to the extent that costs incurred or cost estimates are consistent with fixed rates established in ATTACHMENT B.

##### B. Notification

The SUPPLIER shall inform the Project Director when total expenditures for all work performed under this Contract exceed eighty percent (80%) of the maximum compensation for this Contract.

##### C. Compensation Limits

Subject only to changes made in conformance with Article 4.0, CHANGES AND MODIFICATIONS, below, it is expressly understood and agreed that:

1. In no event will the total compensation and reimbursement for expenses to be paid SUPPLIER for services described in Article 1.1, SCOPE OF WORK, above and services described in Attachment A hereto, exceed [CONTRACT DOLLAR AMOUNT].

#### 3.2 DISALLOWED OR OTHERWISE UNRECOGNIZED COSTS

SUPPLIER understands and agrees to the following:

##### A. Waiver

Any compensation or reimbursement received under this Contract does not constitute a final decision by the CCJPA as to the allowability of such compensation or reimbursement and does not constitute a waiver of any violation by SUPPLIER of the terms of this Contract (including, but not limited to, requirements of the Contract to be included in SUPPLIER's subcontracts).

##### B. Final Determination

Unless approved otherwise by the Project Director, the CCJPA will not make final determination about the allowability of compensation or reimbursement of cost received under this Contract until an audit of this work performed under this Contract has been completed.

##### C. Notification

If the CCJPA determines that SUPPLIER or its SUBSUPPLIER(s) is not entitled to either the compensation or reimbursement requested or received, the CCJPA will notify SUPPLIER stating the reasons therefor.

D. Return of Funds

Completion of the work under this Contract will not alter SUPPLIER's or its SUBSUPPLIER(s)' obligation to return any funds due the CCJPA as a result of later refunds, corrections, or other transactions, nor alter the CCJPA's right to disallow or otherwise not recognize costs on the basis of a later audit or other review.

3.3 METHOD OF PAYMENT

A. Invoices

SUPPLIER's services shall be invoiced on a basis established between Project Director and SUPPLIER, and payment will be made within thirty (30) calendar days of receipt of an acceptable invoice with satisfactory backup documentation, approved by the Project Director, provided a completed form W-9 is on file with CCJPA. As used herein, the term "invoice" shall include the SUPPLIER's bill or written request for payment under this Contract for services performed. All invoices shall be made in writing and submitted either via mail or electronically via e-mail to the Project Director.

B. Invoice Procedures

SUPPLIER shall invoice for products and services in conformance with procedures approved by the Project Director.

1. Such invoices shall segregate current costs from other costs. Current costs are those costs which have not previously submitted to CCJPA for reimbursement.
2. Notwithstanding the above, in no case shall SUPPLIER invoice for costs which CCJPA has disallowed or otherwise indicated that it will not recognize.

C. Invoice Requirements

Such invoices shall be, at a minimum, (i) mechanically accurate, (ii) substantially vouchered and properly supported and (iii) in compliance with the specific requirements of Article 1.3, FINANCIAL ADMINISTRATION above.

D. Invoice Submittal Address

All invoices, indicating this Contract name and number, shall be made in writing and delivered, mailed, or emailed to CCJPA as follows:

By US mail or Personal Delivery: Capitol Corridor Joint Powers Authority  
300 Lakeside Dr.  
14<sup>th</sup> Floor East  
Oakland, CA 94612

Attention: Shirley Qian

By email: [ShirleyQ@capitolcorridor.org](mailto:ShirleyQ@capitolcorridor.org)

E. Taxpayer Identification Number

SUPPLIER represents that SUPPLIER's taxpayer identification number (TIN) is evidenced by a completed Federal Form W-9 on file with CCJPA on the date of execution of this Contract. SUPPLIER agrees to file such tax forms as may be reasonably requested by CCJPA to implement Internal Revenue Code Section 3406 and to accept as a part of any compensation due, any payments made by CCJPA to the Internal Revenue Service pursuant to that Section.

3.4 WITHHOLDING OF PAYMENT

CCJPA reserves the right to withhold payment(s) otherwise due SUPPLIER in the event of SUPPLIER's material non-compliance with any of the provisions of this Contract, including, but not limited to, the requirements imposed upon SUPPLIER in Article 6.0, INSURANCE; Article 8.0, INDEMNIFICATION; and Article 9.1, WARRANTY OF SERVICES, below. CCJPA shall provide notice of withholding, and may continue the withholding until SUPPLIER has provided evidence of compliance which is acceptable to CCJPA.

4.0 CHANGES AND MODIFICATIONS

CCJPA reserves the right to order changes to this Contract, or services to be performed pursuant to this Contract, as set forth below.

4.1 CHANGES

A. Services

CCJPA reserves the right to order changes to this Contract including, but not limited to, the products provided or services to be performed by SUPPLIER. All such changes shall be incorporated in written change orders duly executed by CCJPA and SUPPLIER, which shall specify the changes ordered and the adjustment of compensation and completion time required therefor.

B. Execution

Any such services added to the scope of this Contract by a change order shall be executed under all applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed change order.

5.0 TERMINATION

5.1 TERMINATION FOR CONVENIENCE

CCJPA may, at any time prior to completion of the work under this Contract, terminate this Contract whenever CCJPA determines that such termination is in its best interest, by written notice to SUPPLIER. CCJPA's written notice to SUPPLIER shall state in detail the extent of such termination with respect to this Contract. Effective on receipt of such notice of termination from CCJPA, no new work or obligation with respect to this Contract will be undertaken by SUPPLIER unless so directed by CCJPA in writing. Upon such termination, SUPPLIER shall submit an invoice or invoices to CCJPA in amounts which represent the compensation specified herein for services actually performed to the date of such termination and for which SUPPLIER has not been previously compensated. Upon payment of the amount due, CCJPA shall be under no further obligation to SUPPLIER, financial or otherwise, with respect to this Contract if it is terminated.

## 5.2 TERMINATION FOR CAUSE

If SUPPLIER should be in default and fails to remedy this default within five (5) calendar days after receipt from CCJPA of notice of such default, CCJPA may in its discretion terminate this Contract or such portion thereof as CCJPA determines is most directly affected by the default.

The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of this Contract; abandonment, assignment or subletting of the Contract without approval of CCJPA; bankruptcy or appointment of a receiver for SUPPLIER's property; failure of SUPPLIER to perform the services or other required acts within the time specified for this Contract or any extension thereof; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of this Contract in bad faith.

Upon CCJPA's termination of this Contract or any portion thereof for default by SUPPLIER, CCJPA reserves the right to complete the work by whatever means it deems expedient and the expense of completing such work as well as any and all damages proximately caused by the default shall be charged to SUPPLIER.

## 5.3 FORCE MAJEURE

The performance of work under this Contract may be terminated by CCJPA, in its discretion, upon application therefor by SUPPLIER for unforeseen causes beyond the control and without the fault or negligence of SUPPLIER, including acts of God, acts of the public enemy, governmental acts, fires and epidemics if such causes irrevocably disrupt or render impossible SUPPLIER's performance hereunder. An "act of God" shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of SUPPLIER to foresee or make preparation in defense against.

## 6.0 INSURANCE

At all times during the life of this Contract to acceptance of the work covered by the Contract, or as may be further required by the Contract, SUPPLIER, at its own cost and expense, shall provide the insurance specified in this Article.

### A. Evidence Required

At or before execution of this Contract and at such other times as the CCJPA may request, SUPPLIER shall provide the CCJPA with Certificate(s) of Insurance executed by an authorized representative of the insurer(s) evidencing the SUPPLIER's compliance with the insurance requirements with this Article. The Certificate(s) shall reference the CCJPA's Contract Number and Title to which the Certificate relates. In addition, a copy of all required endorsements shall be included with and attached to the Certificate(s) of Insurance.

### B. Notice of Cancellation, Reduction or Material Change in Coverage

All policies shall provide thirty (30) calendar days prior written notice to the SUPPLIER of any cancellation, reduction, or material change in coverage. SUPPLIER shall forward notice of cancellation, reduction or material change in coverage to CCJPA Capital Corridor Joint Powers Authority, 300 Lakeside Drive, 14<sup>th</sup> Floor East, Oakland, California, 94612. In addition, the SUPPLIER shall annually submit to the CCJPA, certifications confirming that the insurance required has been renewed and continues in place.

C. Qualifying Insurers

Policies shall be issued by companies authorized to do business in State of California that hold a current policyholders alphabetic and financial size category rating of not less than A:VIII according to Best's Insurance Reports.

D. Insurance Required

1. Commercial General Liability Insurance for bodily injury (including death and mental anguish) and property damage which provides limits of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual general aggregate as respects products/completed operations if applicable.

a. Coverage shall include:

- (1) Premises and Operations;
- (2) Products/Completed Operations;
- (3) Broad Form Property Damage;
- (4) Contractual Liability;
- (5) Personal Injury and Advertising Liability and liability assumed under an insured contract;
- (6) Cross Liability and Severability of Interest;
- (7) Independent Contractors Liability and
- (8) Per Project Aggregate.

b. Such insurance shall include the following endorsements, copies of which shall be provided to the CCJPA:

- (1) Inclusion of the CCJPA and BART, as CCJPA's managing agency and any other entity as required by Agreement and their directors, officers, representatives, agents and employees as additional insureds as respect SUPPLIER's services, ongoing and completed operations and products, as performed under this Agreement; and
- (2) Stipulation that the insurance is primary insurance and that no insurance or self-insurance of CCJPA or BART, as CCJPA's managing agency, will be called upon to contribute to a loss.
- (3) Waiver of subrogation in favor of CCJPA and BART, as CCJPA's managing agency and their directors, officers, representatives, agents and employees
- (4) For all contracts involving construction or demolition work within 50 feet, vertically or horizontally, of a railroad easement or right of ways, and/or affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing, the General Liability Insurance must have coverage therein.

2. Automobile Liability Insurance for bodily injury (including death) and property damage which provides limits of liability of not less than One Million Dollars (\$1,000,000) combined single limit per accident applicable for all owned, non-owned and hired vehicles.

a. Coverage shall be endorsed to include the following, copies of which shall be provided to the CCJPA:

- (1) Inclusion of the CCJPA and BART, as CCJPA's managing agency, and their directors, officers, representatives, agents and employees as additional insureds; and
  - (2) Waiver of subrogation in favor of CCJPA and BART, as CCJPA's managing agency, and their directors, officers, representatives, agents and employees.
3. Statutory Workers' Compensation/Employers' Liability Insurance for Statutory Workers' Compensation and Employers' Liability Insurance for not less than One Million Dollars (\$1,000,000) per accident applicable to Employers' Liability coverage for all employees engaged in services or operations under this Contract. The policy shall include Broad Form All States/Other States coverage. Coverage shall be specifically endorsed to include the insurer's waiver of subrogation in favor of the CCJPA and BART as managing agency and their directors, officers, representatives, agents and employees; a copy of which shall be provided to the BART's Department Manager, Insurance. Should any such work be subcontracted, SUPPLIER shall require each SUBSUPPLIER of any tier to similarly comply with this Article 6.0, all in strict compliance with Federal and State law.
4. Network Security and Privacy Liability Insurance with a minimum limit of One Million dollars (\$1,000,000) per claim, including coverage for data breach response costs, including, third party notification, credit monitoring, fraud protection, fines and penalties and defense coverage.
5. Contractor's Installation Floater Insurance provided on an "All-Risk" basis, excluding Earthquake and Flood, for the full replacement cost of all property and equipment used by the Supplier to perform work under this contract. Policy will insure against direct physical loss, damage, destruction or vandalism of all property or equipment in transit to, stored at, or installed on or off the various project sites, to be used in the work and become a permanent part of the project under this contract.
  - a. Coverage shall be endorsed to include the following, copies of which shall be provided to the CCJPA:
    - (1) Inclusion of the CCJPA and BART, as CCJPA's managing agency, and their directors, officers, representatives, agents and employees as additional insureds.
6. Property Damage Insurance: Property Damage Insurance to cover all forms of physical loss or damage to District property while in transit from or to District facilities, or otherwise in the care, custody and control of Supplier. The form of coverage shall be replacement cost.
7. Professional Liability Insurance for damages arising out of SUPPLIER's acts, errors or omissions. The policy shall provide a coverage limit of not less than One Million Dollars (\$1,000,000) per claim/aggregate as respects SUPPLIER's services under this Agreement. Such insurance shall be maintained for a period of not less than two (2) years following completion of services.
8. Fidelity/Commercial Crime Insurance with minimal limits per claim of One Million Dollars (\$1,000,000).



E. Special Provisions

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by SUPPLIER, and any approval of said insurance by the CCJPA is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by SUPPLIER pursuant to this Contract including but not limited to the provisions concerning indemnification.
2. The CCJPA acknowledges that some insurance requirements contained in this article may be fulfilled by a funded self-insurance program of SUPPLIER. However, this shall not in any way limit liabilities assumed by SUPPLIER under this Contract. Any self-insurance program must be approved in writing by the BART's Department Manager, Insurance.
3. Should any of the work under this Contract be subcontracted, SUPPLIER shall require each of its SUBSUPPLIER(s) of any tier to provide the aforementioned coverage's, or SUPPLIER may insure SUBSUPPLIER(s) under its own policies.
4. CCJPA reserves the right to withhold payments to SUPPLIER in the event of material noncompliance with the insurance requirements of this Article 6.0.
5. CCJPA reserves the right to terminate this Contract in the event of material noncompliance with the insurance requirements of this Article 6.0.

**7.0 INDEPENDENT CONTRACTOR**

SUPPLIER is an independent contractor and not an employee or agent of CCJPA and has no authority to contract or enter into any other Contract in the name of CCJPA. SUPPLIER has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by SUPPLIER who are assisting in the performance of services under this Contract. SUPPLIER shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. SUPPLIER shall be responsible for its own acts and those of its agents and employees during the term of this Contract.

In its capacity as an independent contractor, SUPPLIER shall comply with any and all CCJPA operations rules and procedures which relate to the performance of its services on CCJPA property.

**7.1 CONFLICT OF INTEREST**

SUPPLIER, its SUBSUPPLIERS and suppliers shall perform all work under this Contract in conformance with all applicable statutes and regulations pertaining to conflicts of interest, including but not limited to, the financial reporting requirements and the conflict prohibitions of federal law (see, e.g., Federal Transit Administration Circular 4220.1F, Third Party Contracting Requirements) and California law (see, e.g., Government Code Section 1090 et seq., Government Code Section 87100 et seq. and Title 2, Division 6 of the California Code of Regulations).

When, in the judgment of CCJPA, it is necessary in order to avoid any potential conflicts of interest, SUPPLIER, its SUBSUPPLIERS and suppliers may be precluded from subsequently participating as a vendor or Supplier on projects for which they are providing services under this Contract.

## 7.2 SUPPLIER PERSONNEL

SUPPLIER shall ensure that any person employed by SUPPLIER, whose duties include work on matters involving CCJPA, is made aware that he or she is required to disclose immediately to SUPPLIER any offer of employment from any person or entity currently doing business with CCJPA or proposing to do business with CCJPA. SUPPLIER shall immediately so notify the Project Director, and ensure that unless, and until the offer of employment is unequivocally rejected by SUPPLIER's employee in writing and a copy of this rejection is transmitted to the Project Director, SUPPLIER shall remove such employee from any projects or services relating to CCJPA. Failure of SUPPLIER to comply with the provisions of this section may result in termination of this Contract by CCJPA for default upon written notice to SUPPLIER.

## 8.0 PROPRIETARY DESIGNS

"Proprietary Designs" shall mean proprietary products, components, subsystems and other information or materials which are maintained as a trade secret, the disclosure of which would cause competitive harm to the SUPPLIER or its SUBSUPPLIERS, and which are in existence and owned by the SUPPLIER or its SUBSUPPLIERS prior to commencing the Work performed pursuant to this Contract, and are utilized for, incorporated in, or otherwise required in connection with, the Work performed pursuant to this Contract, including without limitation any such items required for operating or maintaining the folding bicycle rental service or other aspects of the folding bicycle rental service.

### 8.1 PROTECTION OF PROPRIETARY DESIGNS

Drawings, source code, and other documents or materials comprising Proprietary Designs ("Proprietary Documents") shall be protected and restricted as provided herein, provided they are clearly designated in writing as "Proprietary" upon disclosure to CCJPA or submission to a Trust pursuant to Article 10.2.

### 8.2 TRUSTEE AGREEMENT FOR PROPRIETARY DOCUMENTS

All Proprietary Documents required for operation or maintenance of the folding bicycle rental service or other aspects of the folding bicycle rental service shall be provided to the CCJPA Project Director or shall be, at the SUPPLIER'S option, provided to a Trustee under a Trust Agreement entered into by CCJPA, SUPPLIER, and the Trustee. The Trustee shall be paid for its services by the SUPPLIER. The basic terms of said Trust Agreement shall be as follows:

- A. The Trustee shall be a trust company qualified to do business in the State of California or a bank authorized to engage in a trust business in the State of California which bank or trust company shall be mutually acceptable to both CCJPA and SUPPLIER.
- B. All Proprietary Documents shall be placed with the Trustee for safekeeping in the State of California.
- C. Title to the designs, copyrights and patents divulged in the Proprietary Documents shall remain with the SUPPLIER subject to the rights and license granted to CCJPA by and in accordance with this Article 10.2 and the Trust Agreement.
- D. In the event of any one of the following conditions ("Release Conditions"), the Trustee, upon receipt of written notice from the CCJPA, shall turn over to the CCJPA all Proprietary

Documents in its possession within a sixty (60) day period from the date of receipt of the notice:

1. SUPPLIER fails to complete the Contract and the Contract is terminated for fault in accordance with this Contract;
  2. SUPPLIER has sought protection under bankruptcy laws and seeks to reject its obligations to the CCJPA under this Contract, or otherwise liquidate its assets and conclude its business affairs;
  3. SUPPLIER, at any time, ceases to manufacture or otherwise provide folding bicycles, rental locker units, systems, and equipment equivalent to those procured under this Contract; or
  4. SUPPLIER is unable or willing to manufacture or otherwise provide folding bicycles, rental locker units, systems, and equipment equivalent to those procured under this Contract.
- E. At such time as the Proprietary Documents are turned over to the CCJPA by the Trustee, the CCJPA shall have all rights and license to Use, or allow any other party to Use, the Proprietary Designs and Proprietary Documents for this Contract, and any future folding bicycle rental systems and equipment procurements, without restrictions, including without limitation the rights to obtain and hold in its own name patents, copyright and/or trademark registrations for any derivative works created by the CCJPA based on the Proprietary Designs. SUPPLIER shall provide all documentation, information and assistance reasonably required by the CCJPA to exercise the license granted herein, including without exception all information and code necessary to fully access and create derivative works based on software, and to obtain registrations or patents for derivative works. However, the CCJPA may not sell the Proprietary Documents or allow any party to Use same for any other project without SUPPLIER's written approval, which approval shall not be unreasonably withheld. SUPPLIER shall continue to have the full and complete right to Use any and all duplicates or other originals of the Proprietary Documents in any manner it chooses.
- F. In the event the Proprietary Documents are not placed in trust, but are delivered to the CCJPA Project Director by the SUPPLIER, the restrictive covenants set forth in Article 8.2.E, 8.3, and 8.4 herein shall govern the CCJPA's possession and use of the Proprietary Designs and Proprietary Documents.

### 8.3 CONFIDENTIALITY

"Confidential Information" shall mean confidential commercial or financial information, know-how and/or trade secrets (including, but not limited to, design details) of the SUPPLIER and its SUBSUPPLIERS that are clearly designated in writing as "Confidential Information" upon disclosure to the CCJPA. CCJPA shall employ sound business practices no less diligent than those used for CCJPA's own confidential information to protect all Proprietary Documents and Confidential Information against disclosure to third parties except as permitted under this Contract, and the CCJPA agrees, upon SUPPLIER's request, to require all consultants, contractors or suppliers who need access to Confidential Information to execute nondisclosure agreements substantially consistent with Articles 8.3 and 8.4. The SUPPLIER shall be responsible for ensuring that such materials bear appropriate notices relating to its confidential nature. Notwithstanding any such notices, Confidential Information shall not include information that corresponds in substance to information: (a) that was first developed by and in possession of the CCJPA prior to first receipt from SUPPLIER; (b) which is now, or hereafter becomes through no act or failure to act on the part of the CCJPA, published information generally known on a non-confidential basis; or (c) which

heretofore was or hereafter is furnished to the CCJPA by a third party as a matter of right without restriction on disclosure.

#### 8.4 DISCLOSURES REQUIRED BY LAW

Notwithstanding any other provisions of this Contract, the CCJPA shall not be prevented from making any disclosure to the extent it is required to do so by applicable law, including, but not limited to, the California Public Records Act.

#### 8.5 INTELLECTUAL PROPERTY WARRANTIES

The SUPPLIER warrants and represents (a) that the Work Products, Proprietary Designs and any third party materials that are incorporated into the Work Products or Proprietary Designs are original to the SUPPLIER or its SUBSUPPLIERS, and shall not infringe the copyright, trademark, trade secret, privacy, publicity, patent or other intellectual property or proprietary rights of any third party; (b) that the CCJPA's Use of the Work Products, Proprietary Designs shall not violate the rights of any third party; and (c) the SUPPLIER shall obtain from all SUBSUPPLIERS written assignment or licenses as necessary to effect the licenses granted to the CCJPA herein, at no additional cost to the CCJPA, and shall provide copies of such documents to the CCJPA upon request. In the event that any Work Products, Proprietary Designs, or any third party materials that are incorporated therein are held to constitute an infringement and the CCJPA's use thereof is enjoined (the "infringing materials"), the SUPPLIER at SUPPLIER's expense shall, without prejudice to any other rights of the CCJPA, including indemnification as set forth in Article 9.0: (a) secure for the CCJPA the right to continue using the infringing materials by suspension of the injunction or by procuring a license or licenses; (b) replace the infringing materials with noninfringing materials or software; or (c) modify the infringing materials so that they become noninfringing; or (d) or remove the infringing materials and refund the sums paid therefore.

#### 9.0 INDEMNIFICATION

SUPPLIER to the extent permitted by law, shall defend, indemnify and hold harmless CCJPA and BART, as managing agency of CCJPA, and their directors, officers, agents and employees from all claims, demands, suits, loss, damages, injury and liability, direct or indirect (including reasonable attorney's fees, and any and all costs and expenses in connection therewith), incurred by reason of any act, or failure to act, of SUPPLIER, its officers, agents, employees and SUBSUPPLIERS or any of them, under or in connection with this Contract; and SUPPLIER agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against CCJPA and BART as managing agency and their directors, officers, agents and employees, or any of them, arising out of SUPPLIER's services, and to pay and satisfy any resulting judgments.

Such indemnification includes without limitation any violation of proprietary rights, copyrights and rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Contract.

#### 10.0 ASSIGNMENT OF CONTRACT

SUPPLIER shall not assign this Contract, or any part thereof, without the prior express written consent of the Project Director, and any attempt to do so shall be void and unenforceable.

#### 11.0 RECORDS

SUPPLIER and its SUBSUPPLIERS shall establish and maintain records pertaining to the fiscal activities of the Project. SUPPLIER's and SUBSUPPLIERS' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged to the Project, including properly executed payrolls, time records, invoices and vouchers.

## **12.0 AUDIT**

SUPPLIER and its SUBSUPPLIERS shall permit CCJPA and its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy SUPPLIER's and SUBSUPPLIER's books, work, documents, papers, materials, payrolls, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices or bills submitted by SUPPLIER pursuant to this Contract, and shall provide such assistance as may be reasonably required in the course of such inspection including, but not limited to, the following:

### **A. Audit Interviews**

SUPPLIER shall arrange audit entrance and exit interviews in which SUPPLIER and/or its SUBSUPPLIERS and CCJPA and/or its authorized representatives will participate.

### **B. Accessing Documents**

SUPPLIER's and its SUBSUPPLIERS' accounting divisions shall provide instruction to CCJPA on accessing documents.

### **C. Letter of Representation**

SUPPLIER's management, or the management of a SUBSUPPLIER, as well as the management of their appropriate units, will provide at CCJPA's request a letter of representation concerning such matters as CCJPA determines appropriate.

CCJPA further reserves the right, for itself and its authorized representatives, to examine and re-examine said books, work, documents, papers, materials, payrolls, records, accounts and data during the three-year period following the final payment under this Contract and until all pending matters are closed; and SUPPLIER and its SUBSUPPLIERS shall in no event dispose of, destroy, alter or mutilate said books, work, documents, papers, materials, payrolls, records, accounts and any and all data in any manner whatsoever for three (3) years after the final payment under this Contract, or until all pending matters are closed, whichever is later.

Pursuant to California Government Code Section 8546.7, the parties to this Contract shall be subject to the examination and audit of the State Auditor, at the request of CCJPA or as part of any audit of CCJPA by the State Auditor, for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract, including, but not limited to, the cost of administering this Contract.

## **13.0 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA**

If any price, including profit or fee, negotiated in connection with, or any reimbursement of cost including profit or fee, under this Contract, modifications thereto, Fixed Rate Schedule or change order to this Contract was increased because SUPPLIER furnished cost or pricing data that were not complete, accurate, and current at such time as the price was determined, the price or cost

shall be reduced accordingly and the Contract, Rate Contract(s), or change order(s) and any applicable invoice(s) shall be modified to reflect the reduction.

If CCJPA determines that a price or cost reduction should be made, SUPPLIER agrees not to raise the following matters as a defense:

A. Bargaining Position

SUPPLIER was the sole source supplier or otherwise was in a superior bargaining position and thus the price would not have been modified even if accurate, complete and current costs or pricing data had been submitted;

B. Cost and Pricing Data

CCJPA should have known that the cost or pricing data in issue were defective even though SUPPLIER took no affirmative action to bring the character of the data to the attention of CCJPA;

C. Item Cost

The price was based on a Contract about the total cost of the work and there was no Contract about the cost of each item procured under the Contract.

**14.0 NOTICES**

All notices required hereunder or other communications to either party by the other may be given by personal delivery, U.S. Mail, courier service (such as Federal Express) or email. Notices shall be effective upon receipt at the following addresses:

To CCJPA by US Mail: Capitol Corridor Joint Powers Authority  
300 Lakeside Drive, 14<sup>th</sup> Floor East  
Oakland, CA 94612

Attention: Shirley Qian

To SUPPLIER: TBD

Email:

To CCJPA: ShirleyQ@capitolcorridor.org

To SUPPLIER: To be determined

Either party may change its address for notices by giving written notice of the new address as provided above.

**15.0 NONDISCRIMINATION**

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

In connection with the performance of services under this Contract, SUPPLIER shall not, on the grounds of race, religious creed, color, national origin, ancestry, handicap, medical condition,

marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

For purposes of this Article "sexual orientation" shall mean a preference for heterosexuality, homosexuality or bisexuality; or having a history of, or being identified with, any such preference.

#### **16.0 LAWS AND REGULATIONS**

SUPPLIER shall comply with any and all laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state or local government, and of any agency of such government, including CCJPA, which relate to or in any manner affect the performance of this Contract. This Contract and any documents supplied hereunder are subject to public inspection of the California Public Records Act, California Government Code Section 6250 et seq., unless exempted by law.

#### **17.0 ADDITIONAL FUNDING CONTRACT REQUIREMENTS**

This Contract is subject to any additional restrictions, limitations or conditions that may be required by any local, State or Federal government agency funding Contracts applicable to this Contract.

#### **18.0 CHOICE OF LAW**

All questions pertaining to the validity and interpretation of this Contract shall be determined in accordance with the laws of the State of California applicable to Contracts made and to be performed within the State, without reference to conflicts of law principles.

#### **19.0 SEVERABILITY**

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

#### **20.0 COVENANT AGAINST CONTINGENT FEES**

SUPPLIER warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by SUPPLIER for the purpose of securing business. For breach or violation of this warranty, CCJPA will have the right to annul this Contract without liability, or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

#### **21.0 COVENANT AGAINST GRATUITIES**

SUPPLIER warrants that it will not and has not offered or given gratuities in the form of entertainment, gifts or otherwise, to any director, officer or employee of CCJPA to secure favorable treatment in the awarding, amending or evaluating performance of the Contract.

**22.0 BENEFIT OF CONTRACT**

This Contract shall bind and benefit the parties hereto and their successors and permitted assigns.

**23.0 ENTIRE CONTRACT**

This Contract is the entire Contract of the parties, and supersedes and replaces all prior communications, written and oral, regarding the subject matter hereof. SUPPLIER represents that in entering into this Contract, it has not relied on any previous representations, inducements, or understandings, written or oral, of any kind or nature.

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto as of [DATE].

**CAPITOL CORRIDOR JOINT POWERS AUTHORITY**

\_\_\_\_\_  
By Executive Director (or designee)

\_\_\_\_\_  
Name and Title (Print or Type)

**[SUPPLIER]**

\_\_\_\_\_  
By

\_\_\_\_\_  
Name and Title (Print or Type)



**ATTACHMENT A**

**SAMPLE SCOPE OF WORK**

**Folding Bicycle Rental Service Program  
for the Capitol Corridor Intercity Passenger Rail Service**

1. SUPPLIER shall provide Folding Bicycles and Folding Bicycle Rental Units to CCJPA according to specifications set in Exhibit 1, FOLDING BICYCLE TECHNICAL FEATURES & SPECIFICATION.
2. SUPPLIER shall install Folding Bicycle Rental Units at or in the vicinity of Capitol Corridor stations (specific locations are to be determined by CCJPA staff).
3. SUPPLIER shall operate the Folding Bicycle Rental Service at Capitol Corridor stations according to Exhibit 2, FOLDING BICYCLE RENTAL SERVICE OPERATIONS PLAN.
4. SUPPLIER shall respond to customer inquiries and issues while using the Folding Bicycle Rental Service according to Exhibit 3, FOLDING BIYCLE RENTAL SERVICE CUSTOMER SERVICE PLAN.
5. SUPPLIER shall service and maintain the Folding Bicycles and Folding Bicycle Rental Units for [X] years after installation according to the terms of Exhibit 4, FOLDING BICYCLE RENTAL SERVICE AND MAINTENANCE PLAN.
6. SUPPLIER shall provide warranty for the Folding Bicycles and Folding Bicycle Rental Units according to guidelines set in Exhibit 5, FOLDING BICYCLE AND RENTAL UNIT WARRANTY.

**ATTACHMENT B**

**SAMPLE FIXED RATE SCHEDULE**

<i>Item</i>	<i>Rate (\$)</i>
Folding Bicycle	TBD
Folding Bicycle Rental Locker Unit	TBD
Annual Service Operations Fee	TBD
Annual Maintenance Fee	TBD