



CAPITOL CORRIDOR
JOINT POWERS AUTHORITY
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CAPITOL CORRIDOR Website Maintenance & Development – FISCALYEAR 2018 - 19 Request for Proposal

About the Capitol Corridor/CCJPA

The Capitol Corridor is an intercity passenger train system that provides a convenient alternative to traveling along the congested I-80, I-680 and I-880 freeways by operating fast, reliable and affordable intercity rail service to 18 stations in 8 Northern California counties: Placer, Sacramento, Yolo, Solano, Contra Costa, Alameda, San Francisco, and Santa Clara, a 170-mile rail corridor.

Capitol Corridor's ridership in fiscal year 2017 (October 1, 2016 – September 30, 2017) was 1.62 million. Approximately two-thirds of riders use the Capitol Corridor to travel to and from work in Northern California's key economic hubs of Silicon Valley, San Francisco, Oakland, and Sacramento, while another third use the service for leisure trips, including service to the region's major sports and entertainment venues – Levi's Stadium, the Oakland-Alameda County Coliseum, and the Golden One Center.

The six local transit agencies in the eight-county service area provide the administration and management of the Capitol Corridor through the Capitol Corridor Joint Powers Authority (CCJPA). The San Francisco Bay Area Rapid Transit District (BART) is the CCJPA's administrative managing agency and provides day-to-day management support to the CCJPA.

Scope of Work

CCJPA is seeking website maintenance, development and design services to ensure that its website (capitolcorridor.org) continues to meet the changing needs of its riders. The primary focus of the site is to provide clear and easily understandable information to new and regular riders including the latest schedules, fares, and promotions. This contract will run for the period of July 1, 2018 through June 30, 2019 with two, one-year extension options that can be activated by the CCJPA.

Below is a brief overview of tasks that could be performed as part of this contract:

Site Maintenance & Database Management – *Approximately 25% of budget*

- Manage and maintain all CCJPA websites, including oversight of current web-hosting contract and domain hosting and registration.
- Complete regular repairs as needed to scripting languages, basic HTML, broken images, broken links and all other malfunctioning code or components.
- Ensure site security and performance by completing regular software and plug-in updates for all programs in use for CCJPA's websites, including WordPress updates.
- Manage and maintain websites and application on a cloud server and create scripts to enhance the performance on the cloud environment.
- Maintain Capitol Corridor's schedule and station databases, including the Google Transit (GTFS) Data Feed, which require basic administration throughout the year including security maintenance and upgrades, troubleshooting, and data repair..
- Developer should have a thorough knowledge of Google Maps, including ability to create custom routes, custom layered maps, and to update existing map interface as needed.
- Online Merchandise Store – CCJPA uses Café Press for on-demand branded merchandise. Consultant will continue to integrate the look and feel of the store with that of the site.
- Maintain a full backup, nightly backup of web site and server data throughout the duration of this contract. This backup will be delivered in full to client on closing of this contract
- Consultant will respond to all maintenance request from CCJPA within 24 hours via e-mail with a confirmation that the request was received and an estimated completion date for each action item.

Development & Design – *Approximately 50% of budget*

- Proactively make recommendations regarding the CapitolCorridor.org site to provide an optimal user experience that drives site traffic, usage and ultimately ticket purchases. (*Note: capitolcorridor.org does not currently host any e-commerce functions. All ticket purchases are handled through the Amtrak.com booking engine*).
- Make recommendations regarding site design/navigation of homepage and select pages, while ensuring the user experience is mobile-friendly.

- Design and develop new promotional pages as needed, i.e. improvements to the Group Travel section and launching seasonal campaigns/offers.
- Coordinate with third-party vendors including Amtrak, IT Works and Transloc, on updates to any website “widgets” (eg. online booking, train status, etc.) and having expertise in mysql, javascript and JQuery, and PHP, as necessary to customize the widgets and assure integration into the site
- CCJPA uses GovDelivery to maintain and distribute our e-newsletter and a variety of other subscription-based content via e-mail and SMS. Consultant may be called upon for assistance in integrating content from GovDelivery throughout the site (i.e. creating an RSS feed populated by SMS service alerts sent out via GovDelivery).
- Work with Capitol Corridor team to ensure social media channels and blog maintained by CCJPA staff are incorporated into website in an effective manner.

Content Management & SEO – *Approximately 25% of budget*

- Recommend and implement SEO best-practices to improve overall site ranking, including keyword research, website review, and adapting to the latest search engine algorithms. Familiarity with structured search software, voice activated search and implementation.
- Edit, revise, update or create new textual content and graphics/video on existing pages on an intermittent basis.

Budget

The maximum budget for this contract must not exceed **\$50,000**. We propose that approximately 25% be allocated toward “Site Maintenance & Database Management”; 50% toward “Development & Design”; and 25% toward “Content Management & SEO”. These cost ratios are flexible and can shift based on vendor’s recommendation. If vendor proposes different cost ratios, please include a brief explanation to justify the decision. This amount also includes all travel costs, shipping/mail, telephone/fax charges and agency administrative costs that may be incurred by vendor as part of this contract. Any additional services requested by CCJPA shall be compensated on a project basis as estimated by consultant and as approved by CCJPA.

Proposals

Proposals should consist of an overview of the agency, representatives and include the items below. The proposal should be no longer than ten pages and must not exceed \$50,000. **Please review Attachment A, CCJPA’s Professional Services Agreement (PSA) sample template, for reference. The selected consultant will be required to sign the PSA after the evaluation process is completed**

In reviewing the proposals, CCJPA will consider the following:

- Description of team, experience and technical skills
- Cost breakdown of associated tasks and fees (as outlined in the scope of work above)
- Proven ability to plan, design, develop, implement, and support website initiatives in timely manner
- Samples of relevant work for previous/current clients
- Demonstrated ability to work in collaborative manner with clients
- Consultant financial stability
- References

The evaluation criteria will be 40% toward above-listed activities in the scope of work and overall approach/strategy; 30% budget allocation; 20% team/skills/experience; and 10% references/past clients.

Proposals (email preferred) must be submitted by 5 pm (PST) on Thursday, May 31, 2018 to:

Ravi Sreekakula
ravis@capitolcorridor.org

Capitol Corridor
300 Lakeside Drive 14th Floor
Oakland, CA 94612
510.464.7653

ATTACHMENT A:

Professional Services Agreement (PSA) Template

[INSERT DATE]

NAME
COMPANY NAME
STREET ADDRESS
CITY STATE ZIP

Subject: Professional Services Agreement No. XXXXXX
[INSERT PROJECT NAME HERE]

This letter is an Agreement between the CAPITOL CORRIDOR JOINT POWERS AUTHORITY ("CCJPA") and [INSERT CONSULTANT NAME HERE] ("CONSULTANT") for the performance of professional services in connection with [INSERT PROJECT NAME HERE] ("Agreement").

SCOPE OF WORK

All work shall be performed by CONSULTANT as described in Exhibit 1 of this Agreement (see attached) and as may be modified by written amendments mutually agreed to by the parties. As described in Exhibit 1, the Project Director will approve a work plan within the defined "Scope of Services" for the CONSULTANT prior to the CONSULTANT's commencement of work. This Agreement is not exclusive. CCJPA expressly reserves the right to contract for performance of services such as those described herein by and through other CONSULTANT(s).

COMPENSATION AND METHOD OF PAYMENT

CONSULTANT will be paid no more than [INSERT TOTAL AMOUNT HERE], as full compensation for the satisfactory completion of all services set forth in Exhibit 1 below. This sum includes payment for taxes, insurance, and fringe benefits, as well as indirect costs, administrative costs, overhead and profit allowance, materials and supplies. Subject only to duly executed change orders, it is expressly understood and agreed that in no event will the total compensation to be paid to CONSULTANT under this Agreement exceed the sum of [INSERT TOTAL AMOUNT HERE].

In no event shall CONSULTANT invoice for costs which CCJPA has disallowed or otherwise indicated that it will not recognize.

CHANGES AND EXTRA SERVICES

During the term of this Agreement CCJPA may, at its sole discretion, incorporate additional services into this Agreement on the same terms as set forth in the SCOPE OF WORK above for this Agreement. Authorization for additional services will be incorporated into this Agreement by written change order(s) executed by CCJPA and CONSULTANT, which shall specify the changes ordered and the adjustment of compensation and completion time required therefor.

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

INVOICES

CONSULTANT shall complete and submit an Internal Revenue Service form W-9, Request for Taxpayer Identification Number, and Certification, to CCJPA at the address shown below, indicating this Agreement name and number. CONSULTANT agrees to file such tax forms as may be reasonably requested by CCJPA to implement Internal Revenue Code Section 3406 and to accept as part of any compensation due, any payment made by CCJPA to the Internal Revenue Service pursuant to that Section. Total compensation for all services (and reimbursement for expenses) shall not exceed [INSERT TOTAL AMOUNT HERE]. CONSULTANT services shall be billed monthly in the manner provided for in Exhibit 1, and payment will be made within thirty (30) days of receipt of an acceptable invoice, approved by the Project Director or a designated representative, provided a completed form W-9 is on file with the CCJPA.

The completed form W-9 and all invoices, indicating this Agreement name and number, shall be delivered or mailed to CCJPA as follows:

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

TIME OF PERFORMANCE

Performance will begin as of [INSERT DATE HERE] and be completed by [INSERT DATE HERE], unless this Agreement is terminated earlier by either CONSULTANT or CCJPA as provided below.

PROGRESS REPORTS

CONSULTANT shall submit to the Project Director a periodic progress report concerning the Scope of Services performed. The Project Director shall define the frequency and form of the progress reports to be submitted.

RECORDS

CONSULTANT shall maintain full and adequate records to show the actual time devoted and the cost incurred by CONSULTANT with respect to the performance of services under this Agreement.

FINANCIAL ADMINISTRATION

CONSULTANT shall establish and maintain records pertaining to fiscal activities arising from this Agreement. CONSULTANT's accounting system shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs arising from this Agreement, including properly executed payrolls, time records, invoices and voucher

TERMINATION

Either CONSULTANT or CCJPA may terminate this Agreement without cause upon 15 days prior written notice. Consultant may invoice the CCJPA for the pro rata portion of the fee for services actually performed subsequent to the issuance of the written notice when such services provide a satisfactory return to the District. Any amendment to this Agreement must be in writing and signed by both CONSULTANT and CCJPA. Upon CCJPA's termination of this Agreement for default by CONSULTANT or any portion thereof, 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 CONSULTANT. If CONSULTANT should be in default and fails to remedy this default within five days from receipt from CCJPA of notice of such default, CCJPA may in its discretion terminate this Agreement or such portion thereof as CCJPA determines is most directly affected by the default.

FORCE MAJEURE

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

MATTERS CONFIDENTIAL AND PRIVILEGED

CONSULTANT agrees to treat as confidential and return to CCJPA all data, specifications, reports, drawings, and other materials made available by CCJPA for CONSULTANT's use in performing its services under this Agreement. At no time shall CONSULTANT use or disclose or make available, other than in the performance of CONSULTANT's services for CCJPA, confidential information gained in the course of or by reason of CONSULTANT's retention by CCJPA and/or performance of services for CCJPA, nor shall CONSULTANT permit such use or disclosure, without prior written approval by CCJPA. It is the intention of CCJPA to preserve and make use of all applicable legal privileges, and CONSULTANT shall make all reasonable efforts to cooperate with CCJPA in this regard.

OWNERSHIP OF WORK PRODUCTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software (including source code), and any other documents, materials, data and products ("Work Products") prepared or assembled by CONSULTANT or obtained from others ("Subconsultants") by CONSULTANT in connection with the services under this Agreement shall be the property of CCJPA; and copies shall be delivered to CCJPA promptly upon the completion of the work or upon an earlier termination of the Agreement. CONSULTANT shall be responsible for the preservation of any and all Work Products prior to transmittal to CCJPA; and CONSULTANT shall replace any such Work Products as are lost, destroyed or damaged while in CONSULTANT's possession without additional cost to CCJPA.

DATA TO BE FURNISHED BY CCJPA

All data, reports, surveys, studies, drawings, and any other documents and materials made available to CONSULTANT by CCJPA for use by CONSULTANT in the performance of its services under this Agreement shall be made available for information only and shall be returned to CCJPA at the completion or termination of this Agreement.

ASSIGNMENT OF RIGHTS

CONSULTANT hereby assigns to CCJPA all right, title and interest including, but not limited to, copyright, patent, trademark and trade dress rights, in and to the Work Products. CONSULTANT acknowledges CCJPA's exclusive rights to reproduce, publish, display, create derivative works from, sell, transfer or otherwise exploit ("Use"), and permit others to Use all or any part of the Work Products, and to obtain and hold in its own name patents, copyright and/or trademark registrations for the Work Products. CONSULTANT shall provide all documentation, information and assistance reasonably required by CCJPA to obtain such registrations or patents, or with respect to claims that third parties have infringed the Work Products.

WARRANTY OF WORK PRODUCT

CONSULTANT warrants and represents that the Work Products are original to CONSULTANT or CONSULTANT's Subconsultants and shall not infringe the copyright, trademark, trade secret, privacy, publicity, patent or other intellectual property or proprietary rights of any third party; CONSULTANT shall not attempt to license or transfer to any person or entity any interest in the Work Products; and CONSULTANT shall obtain from all Subconsultants written assignment of all right, title and interest, including copyright and other intellectual property rights, in their contributions to the Work Products.

INDEPENDENT CONSULTANT

In performing services under this Agreement, CONSULTANT shall act as an independent contractor and not as an agent or employee of CCJPA. CONSULTANT shall have no authority to contract in the name of CCJPA and CONSULTANT shall be responsible for its own acts and those of its agents and employees. CONSULTANT has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by CONSULTANT who are assisting in the performance of services under this Agreement. CONSULTANT 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.

CONSULTANT shall comply with all CCJPA operating rules and procedures that relate to any performance of services on CCJPA property.

INSURANCE

The insurance requirements under this Agreement are set forth in Attachment A, incorporated herein and by this reference made a part hereof.

INDEMNIFICATION

CONSULTANT agrees to indemnify and hold harmless the CCJPA and the San Francisco Bay Area Rapid Transit District (BART) as CCJPA's managing agency, their directors, officers, agents and employees from all liability, damages and expenses resulting from CONSULTANT's acts or omissions and that of its agents, employees or Subconsultants in the performance of its services and CONSULTANT agrees to defend at its expense all legal proceedings brought against CCJPA and BART as managing agency, as a consequence of CONSULTANT's services and to pay any resulting judgments (including costs and attorney's fees). Such indemnification includes without limitation any violation of proprietary rights, copyrights, rights of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any data furnished under this Agreement.

FAIR EMPLOYMENT PRACTICES

In connection with the performance of services provided for under this Agreement, CONSULTANT agrees that it shall not, on the grounds of race, religion, color, national origin, ancestry, disability, medical condition, Veteran's status, marital status, sex, sexual orientation, age, or family care leave, 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 Agreement, "sexual orientation" shall mean a preference for heterosexuality, homosexuality or bisexuality; or having a history of, or being identified with, any such preference.

LAWS AND REGULATIONS

CONSULTANT 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 Agreement. In addition, this Agreement and any documents supplied hereunder are subject to public inspection under the California Public Records Act, California Government Code Section 6250 et seq., unless exempted by law.

CHOICE OF LAW

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State without reference to conflicts of law principles. The Parties agree that the jurisdiction and venue of any dispute between the Parties to this AGREEMENT shall be exclusively vested in the Superior Court of California, County of Alameda or, if federal jurisdiction is appropriate, exclusively in the United States District Court for the Northern District of California, in Oakland, California.

CONFLICTS OF INTEREST

CONSULTANT, its Subconsultants and suppliers shall perform all work under this Agreement 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 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, CONSULTANT, its Subconsultants and suppliers may be precluded from subsequently participating as a vendor or consultant on projects for which they are providing services under this Agreement.

SITE SECURITY AND ACCESS

Prior to commencement of work, CONSULTANT shall comply with CCJPA's site security requirements which include, but are not limited to, requiring photographic identification badges, submitting names and dates of birth of all personnel, including Subconsultants and suppliers of any tier, working on CCJPA property or facilities. All badges shall be returned to CCJPA at the completion of work hereunder. In the event CONSULTANT fails to comply with CCJPA's site security requirements, CONSULTANT's personnel, including Subconsultants and suppliers, may not be allowed on the jobsite. No extension of time for completion of work or additional compensation for delay claims shall be granted in the event such personnel are excluded from CCJPA property or facilities.

ASSIGNMENT OF AGREEMENT

CONSULTANT will not assign or subcontract any part of this Agreement without the prior consent of CCJPA, and any attempt to do so will be void and unenforceable. In the event that CONSULTANT enters into one or more subcontracts pursuant to this Article, it is understood and agreed that any participating subconsultants shall be solely and directly responsible to CONSULTANT, and CCJPA shall have no obligation to them.

AUDIT

CONSULTANT will permit CCJPA and its authorized representatives to inspect, examine, make excerpts from, transcribe and copy CONSULTANT’s books, work, documents, papers, materials, payrolls, records, accounts, and any and all data relevant to this Agreement at any reasonable time for purposes of auditing and verifying statements, invoices or bills submitted by CONSULTANT pursuant to this Agreement. CCJPA’s right to inspect and audit shall continue for a period of three years after final payment under this Agreement, and CONSULTANT shall not dispose of or destroy relevant records for that period of time, or until all pending matters are closed, whichever is later.

Pursuant to California Government Code Section 8546.7, the parties to this Agreement 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 years after final payment under this Agreement. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering the Agreement.

NOTICES

Except for invoices submitted by CONSULTANT pursuant to COMPENSATION AND PAYMENT, and INSURANCE provisions above, 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 facsimile transmission. Notices shall be effective upon receipt at the following addresses:

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

To CONSULTANT: NAME
COMPANY NAME
STREET ADDRESS
CITY STATE ZIP

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

SEVERABILITY

If any provision of this Agreement 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.

BENEFIT OF AGREEMENT

This Agreement shall bind and benefit the parties hereto and their assignees, successors and permitted assigns.

ENTIRE AGREEMENT

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

If CONSULTANT agrees, please sign both originals of this Agreement and return them to us. One original of the fully executed Agreement will be returned to CONSULTANT for its files.

Accepted and Agreed to on _____.
(Date)

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

[INSERT CONSULTANT NAME]

INSERT NAME
INSERT TITLE

INSERT NAME
INSERT TITLE