



Pomona Valley
Transportation
Authority

A partnership of the cities of Claremont, La Verne, Pomona and San Dimas

2120 Foothill Boulevard ■ Suite 116 ■ La Verne California 91750
phone 909-596-7664 fax 909-596-7399

May 9, 2018

**AGENDA
ITEM #7**

MEMORANDUM

To: Pomona Valley Transportation Authority
From: George L. Sparks, PVTA Administrator
Subject: **Award of Contract for Website Update**

Recommendation: *Approve the award of the agreement for the update of the PVTA website to Trillium Solutions Inc.*

Background

A major feature of our customer service improvement plan was an update to the PVTA website. The updated site should assist riders in finding the travel option that is most appropriate for them. The site will allow riders to input their needs in terms of destination and other features and guide them the service that best meets those needs. Funds were set aside in the FY 2018 budget for a redesign of the PVTA website. After researching several transit websites and talking with potential vendors, PVTA staff developed a work scope and released a Request for Proposals (RFP) on March 22, 2018. The RFP schedule is shown below:

Release RFP	March 22, 2018
Deadline for Questions	April 5, 2018
Proposals Due	April 25, 2018

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Evaluation Process

We received a total of nine proposals the proposals were evaluated by a panel consisting of Nicolette Drulias, the Public Information Officer for San Dimas, Nicole Campos, Senior Program Manager, and George Sparks, PVTA Administrator.

Evaluation Panel Results

The evaluation panel scored the final proposals using the scoring criteria set forth in PVTA's Request for Proposal.

	Pts.
Project Understanding, Implementation, Training	10
Proposer Experience w Transit Agencies	25
Similar Project Experience	15
Work Plan and Technical Approach	30
Project Cost	<u>20</u>
	100 pts.

The results of panel's scoring are shown below:
(Lower is better)

	Eval #1	Eval #2	Eval #3	Total
Trillium	1	1	1	3
Plateria	2T	3T	5T	10
Pavlov	2T	5	3	10
ZED Digital	4	3T	5T	12
American Eagle	6	2	4	12
Web Advanced	7	6	2	15
Hub Spire	5	9	8	22
CCS Interactive	8	7	9	24
Ameex Tech Co	9	8	7	24

Evaluation Panel Recommendation

Based on the results from the evaluation, PVTA staff is recommending the award of the contract to Trillium Solutions Inc. Trillium was rated highest by all three evaluators. Trillium has implemented websites for over 20 transit agencies. It has extensive experience with small community transit providers, like PVTA. As part of our evaluation we reviewed several of the websites developed by Trillium. We spoke to their sister agencies that have retained Trillium. The results of our review were very positive. In terms of cost Trillium was also the lowest cost for the options PVTA is seeking, both initially, and based on our analysis of the total five-year cost. PVTA had budgeted \$60,000 for the initial website acquisition. The acquisition and first year hosting and maintenance cost for the Trillium

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proposal is \$40,000. The total cost over five years is \$80,000. These amounts are within PVTA's budget parameters. The sample agreement laying out the primary terms and conditions is attached for your reference.

Attachment 1 Sample Agreement for Website Design and Development

This AGREEMENT made this 9th day of March, 2018 between:

CLIENT: Pomona Valley Transportation Authority (PVTA), 2120 Foothill Blvd. Ste. 116, La Verne, CA 91750

and

CONTRACTOR:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. This agreement will become effective on May 9, 2018 and will continue in effect as long as services are required, but no later than _____ unless terminated in accordance with the provisions of Article 6 of this agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of client. Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this agreement.

ARTICLE 3. SCOPE OF SERVICES

Section 3.01. Contractor agrees to provide all of the services described in **Exhibit A** _____ attached hereto and by this reference made a part hereof.

Section 3.02 Contractor shall perform the services required by this agreement at any place or location and at such times, as Contractor shall determine.

ARTICLE 4. COMPENSATION

Section 4.01. *Fees and Payment Schedule:* The fees and payment schedule for furnishing services under this Agreement shall be based on the rate schedule, which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the agreement. Contractor shall provide Client with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

Section 4.02. *Maximum Cost to PVTA:* In no event will the cost to the Client for the services to be provided herein exceed the maximum sum of \$.

Section 4.03. *Invoices:* Contractor shall submit invoices for all services rendered.

Section 4.04. *Date for Payment of Compensation:* Payment will be made in the normal course of Client processing invoices for payment.

Section 4.04. *Expenses:* Client shall be responsible for no expenses incurred by Contractor for outside parties in performing services for Client.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

Section 5.01. Contractor will supply all tools and instrumentalities required to perform the services done outside of Client's place of business under this agreement. Contractor is not required to purchase or rent any tools, equipment or services from Client.

Section 5.02. *State and Federal Taxes:* As contractor is not Client's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- ! Client will not withhold FICA (Social Security) from Contractor's payments;
- ! Client will not make state or federal unemployment insurance contributions on Contractor's behalf;
- ! Client will not withhold state or federal income tax from payment to Contractor;
- ! Client will not make disability insurance contributions on behalf of Contractor;
- ! Client will not obtain workers' compensation insurance on behalf of Contractor.

ARTICLE 6. TERMINATION OF AGREEMENT

Section 6.01. Client may terminate this agreement for any reason by giving thirty (30) calendar days written notice to the Contractor. Notice of termination shall be by written notice to the Contractor. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this agreement.

Section 6.02. *Cancellation For Default:* Client reserves the right to cancel all or any part of the work covered by this Agreement, if Contractor does not make deliveries as specified in the schedules or so fails to make progress as to endanger performance of the work and does not correct such failure after receipt of written notice from the Client specifying such failure, or if Contractor breaches any of the terms hereof, including the warrants of Contractor. Should cancellation be made for cause, Client reserves the right to purchase elsewhere and if additional costs are incurred, such costs are to be at the Contractor's expense. The Contractor shall be liable for any other damages suffered by the Client as result of any breach by the Contractor in the performance of this Agreement.

ARTICLE 7. WARRANTY

Contractor expressly warrants that all materials and work covered by this agreement will conform to the specifications; drawings, samples or other description furnished or specified by Client, and will be merchantable, of good materials and workmanship and free from defect and fit for the purposes intended. Contractor expressly warrants that all the material covered by this order which is product of Contractor, or is in accordance with Contractor's specifications, will be for and sufficient for purposes intended.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

Section 8.01. *Insurance:*

Section 8.02. *Indemnification:* Contractor agrees to indemnify, defend, and hold Client, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

ARTICLE 9. SUBCONTRACTING AND ASSIGNMENT

Section 9.01. *SUBCONTRACTING:* The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the Client except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and Pomona Valley Transportation Authority as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the Client evidence of same.

Section 9.02. *ASSIGNMENT:* The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the Client.

ARTICLE 10. LICENSING AND PERMITS

Section 10.01. The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

ARTICLE 11. BOOKS OF RECORD AND AUDIT PROVISION:

Section 11.01. Contractor shall maintain on a current basis complete books and records relating to this agreement. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. In addition, Contractor shall maintain detailed payroll records. These documents and records shall be retained for at least three years from the completion of this agreement. Contractor will permit Client to audit all books, accounts or records relating to this agreement or all books, accounts or records of any business entities controlled by Contractor who participated in this agreement in any way.

ARTICLE 12. WORK PRODUCT OF CONTRACTOR

Section 12.01. Any and all work product resulting from this Contract is commissioned by the Client as a work for hire. The Client shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the PVTA.

ARTICLE 13. GENERAL PROVISIONS

Notices

Section 13.01. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

Entire Agreement of the Parties

Section 13.02. This agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Client and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding. Any modification of this agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity

Section 13.03. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 13.04. This agreement will be governed by and construed in accordance with the laws of the State of California.

Executed at La Verne, California, on the date and year first above written.

CONTRACTOR

**CLIENT: Pomona Valley
Transportation Authority**

Name _____
(Printed or Typed)

By _____
**George Sparks
PVTA Administrator**

(Signature)

Area Code & Phone Number:

Address: _____

Federal Tax ID # _____