



METROPOLITAN  
TRANSPORTATION  
COMMISSION

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
TEL 510.817.5700  
TTY/TDD 510.817.5769  
FAX 510.817.5848  
E-MAIL [info@mtc.ca.gov](mailto:info@mtc.ca.gov)  
WEB [www.mtc.ca.gov](http://www.mtc.ca.gov)

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Alameda County

November 15, 2010

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Deputy Executive Director, Operations

**REQUEST FOR PROPOSAL**  
**Regional Ridesharing & Bicycling Program**  
**Letter of Invitation**

Dear Contractor:

The Metropolitan Transportation Commission (MTC) invites you to submit a proposal to operate the San Francisco Bay Area's Regional Ridesharing & Bicycling Program (RRBP). The initial period of performance for this contract will be five years, from June 1, 2011 (estimated date of contract execution) to June 30, 2016 with a total estimated budget of approximately \$19,620,000. At MTC's sole option, the contract may be renewed for up to five (5) additional years in increments of MTC's choosing, subject to the annual budgetary approval processes of MTC.

This letter and enclosures comprise the Request for Proposal (RFP) for this project. You may download a copy of the RFP from MTC's website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>. Responses should be submitted in accordance with the instructions set forth in this RFP.

**MTC Point of Contact**

Proposals and all inquiries relating to this RFP shall be submitted to the address shown below. E-mail inquiries may be directed to [sheinrich@mtc.ca.gov](mailto:sheinrich@mtc.ca.gov).

Susan Heinrich, Project Manager  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
510/817-5822

**Proposal Due Date**

In order to ensure that your proposal is considered, an original and eight (8) copies, as well as electronic PDF and Word/Excel versions, must be received no later than December 17, 2010 at 12:00 PM PST. ***Proposals received after that date and time will not be considered.***

A submitted proposal shall be considered a firm offer to provide the services described for a period of one hundred twenty (120) days from the date of submittal.

### **Scope of Work and Budget**

MTC has developed a preliminary Scope of Work (*Appendix A*) identifying required work tasks for operating the RRBP. Section II.A of the RFP provides an overview of the Scope of Work. There is approximately \$19,620,000 in available funding for this project; details are discussed in Section II.C of the RFP.

### **Disadvantaged Business Enterprise Participation**

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. Contractor's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has established a Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of ten percent (10%) for contracts entered into as a result of this RFP. Respondents are required to document their activities in the solicitation and selection of subcontractors on *Appendices G-3, G-4, and G-5*, the Local Agency Proposer UDBE Commitment (Contractor Contracts), Local Agency Proposer DBE Information (Contractor Contracts), and UDBE Information-Good Faith Efforts, respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see Section V.G of the RFP and *Appendix G, Federal Requirements*.

### **Proposers' Conference, Questions and Request for Clarifications/Exceptions**

A proposers' conference will be held on December 1, 2010 from 9 a.m. to 11 a.m., at the Joseph P. Bort MetroCenter Building, 101 Eighth Street, Oakland, in MTC's Auditorium.

Any addenda will be posted on MTC's website. All potential bidders are responsible for checking the website for any addenda to the bid documents.

Any requests for clarifications/exceptions to RFP requirements must be received by MTC no later than **December 6, 2010**, to guarantee response or consideration. Any objections to RFP provisions must be received by MTC no later than December 10, 2010.

### **Proposal Evaluation**

Proposals will be evaluated in accordance with the evaluation factors listed in Section IV of the RFP. MTC reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers, and to negotiate with any or all Proposers. Any contract award will be to the Contractor that presents the proposal that, in the opinion of MTC, is the most advantageous to MTC, based on the evaluation criteria specified in Section IV.

### Contractor Selection Timetable

| Date                                                                                                     | Procurement Milestone                                             |
|----------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| Wednesday, December 1, 2010<br>9 a.m. to 11 a.m.<br>101 8 <sup>th</sup> Street Oakland, CA<br>Auditorium | Proposers' Conference                                             |
| Monday, December 6, 2010                                                                                 | Closing date for receipt of requests for clarification/exceptions |
| Friday, December 10, 2010                                                                                | Closing date for receipt of objections to RFP provisions          |
| Friday, December 17, 2010<br><b>12:00 p.m. (Pacific Time)</b>                                            | <b>Closing date/time for receipt of proposals</b>                 |
| Tuesday, January 18, 2011 –<br>Wednesday, January 19, 2011                                               | Interviews/discussions, if held                                   |
| Thursday, January 27, 2011                                                                               | Issue Request for Best and Final Offers, if requested             |
| Thursday, February 10, 2011<br><b>12:00 p.m. (Pacific Time)</b>                                          | Closing date/time for receipt of Best and Final Offers            |
| April 8, 2011                                                                                            | Recommend Award to MTC Operations Committee                       |
| June 1, 2011 (approximate)                                                                               | Execution of Contractor Contract                                  |

### General Conditions

MTC will not reimburse any Proposer for costs related to preparing and submitting a proposal. Materials submitted by Proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

A synopsis of MTC's contract provisions is enclosed for your reference as Appendix F, Synopsis of Provisions in MTC's Standard Contractor Agreement. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Contractor will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with the procedures in *Section V.E* of the RFP.

The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in Appendix F-1, Insurance Requirements. Contractor agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in Appendix F-1, Insurance Requirements, within five (5) days of MTC's notice to firm that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's

attention no later than the date for protesting RFP provisions above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

As this project may be funded, in part, with federal funds, the resulting contract will be subject to the federally required provisions included in *Appendix G, Federal Requirements*.

**Authority to Commit MTC**

Based on an evaluation conducted by an evaluation panel, the Executive Director will recommend a Contractor to the MTC Operations Committee, which will commit MTC to the expenditure of funds in connection with this RFP.

Thank you for your participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Ann Flemer".

Ann Flemer  
Deputy Executive Director, Policy

REQUEST FOR PROPOSAL  
OF THE  
METROPOLITAN TRANSPORTATION COMMISSION  
FOR THE  
REGIONAL RIDESHARING & BICYCLING PROGRAM CONTRACTOR

NOVEMBER 15, 2010

JOSEPH P. BORT METROCENTER  
101 EIGHTH STREET  
OAKLAND, CALIFORNIA 94607-4700

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## ***I. PROJECT BACKGROUND AND RESOURCES***

### ***A. Regional Ridesharing & Bicycling Program (RRBP) Description***

MTC functions as both the regional transportation planning agency and the metropolitan planning organization (MPO) for the nine-county San Francisco Bay Area, with statutory responsibilities for coordinating transportation services in the region. MTC provides regional ridesharing services on behalf of its partner agencies, which include county Congestion Management Agencies (CMAs) and the Bay Area Air Quality Management District (BAAQMD).

Since 1995, MTC has contracted to deliver the Regional Rideshare Program (RRP), which has included support for formation of carpools and vanpools, outreach to employers, management of online ridematching tools, rideshare services marketing and some limited bicycling, airport, and incident-related parking information services. Separately, MTC staff and the Bike to Work Contractor have delivered additional bicycling information services. MTC has also traditionally contracted separately for marketing and market research tasks for the 511 program.

With this current procurement, MTC aims to:

- Primarily continue and increase where possible the successful provision of regional ridesharing services through outreach to employers and operations of online ridematching tools,
- Establish a more comprehensive and coordinated regional bicycling program, and
- Broaden the rideshare program's customer outreach responsibilities to include marketing, communications, and market research activities for all of the 511 program's features and tools.

To reflect the above changes, MTC is re-naming the "Regional Rideshare Program" to the "Regional Ridesharing & Bicycling Program" (RRBP). The RRBP is an important part of the Bay Area's 511 Program, operated by MTC. The 511 Program offers pre-trip planning and real-time information for traffic, transit, ridesharing and bicycling. The mission of 511 is to cost-effectively collect, process and disseminate data to provide premier multi-modal traveler information and services that are useful, accurate, and reliable to support MTC's agency objectives.

The RRBP will be one of four primary contracts delivering 511 services:

1. The Regional Ridesharing & Bicycling Program provides carpooling, vanpooling, bicycling, and airport information, as well as marketing, communications and market research for all of the 511 program's features and tools,
2. The 511 Traffic contract provides real-time traffic, real-time transit information, the 511 phone service and operates the Traveler Information Center (TIC),
3. The 511 Transit contract provides the Regional Transit Information System, a website with comprehensive static public transit data and a state-of-the-art transit trip planner, which is now being expanded to include multimodal trip planning information, and
4. A forthcoming contract for coordinated provision of 511 website design and operations.

Two contracts are set to expire: one is the current six-year RRP contract, which will end June 30, 2011. The second contract, which currently provides 511 program marketing, market research, and web support, will also end June 30, 2011. With this RRBP procurement, the 511 program marketing, communications and market research assignments will be included in the Regional Ridesharing & Bicycling Program, and a separate procurement will be conducted for 511 program web support.

More information about the 511 Traveler Information Program, including additional details about contractor responsibilities and key program features, are described in Appendix A-6, Coordination with Other 511 Contractors.

### ***B. RRBP Mission, Goals and Objectives***

The mission of the RRBP is to reduce auto emissions, mitigate traffic congestion, and support regional mobility by providing information, tools, and services to employers and the general public to encourage modal shifts from single occupant vehicle trips to carpools, vanpools, and other modes.

The RRBP goals are to reduce vehicle trips, reduce vehicle miles traveled, and provide public outreach for the 511 program. These goals are achieved through the following objectives:

- Maintain and increase the number of commuters forming carpools,
- Maintain and increase the number of vanpools in operation,
- Maintain and increase bicycle trips,
- Introduce employers to Transportation Demand Management (TDM) services,
- Engage employers to offer TDM strategies,
- Prepare for and respond to incidents and emergencies that impact transportation,
- Provide general traveler information and transportation emergency information through the 511 phone service, [rideshare.511.org](http://rideshare.511.org) and [bicycling.511.org](http://bicycling.511.org) websites, and through web-based tools, and
- Promote increased awareness and usage of 511 program services.

### ***C. 511 Regional Ridesharing and Bicycling Program Functions***

The following are key functions for which the RRBP will be responsible. Section C.1 generally includes more traditional RRP functions while Section C.2 includes functions that are being modified (Bicycling) or are new to this procurement (511 General Program Marketing, Communications, and Market Research).

#### **1. Traditional RRP Functions**

##### ***a. Carpooling and Vanpooling***

A core function of the rideshare program is to facilitate carpool and vanpool matching, including developing and implementing strategies that add registrants to the ridematching system database. MTC is strongly interested in the RRBP Contractor staying abreast of industry-wide experience and trends as well as evolving technologies that are relevant to forming carpools and vanpools. MTC also anticipates that the RRBP Contractor shall coordinate input from customers, MTC staff, program partners, other 511 contractors, as appropriate, to propose and implement features

and services that are not only technologically relevant but are also strongly positioned to encourage customer trial and ongoing use (e.g., incentives, trip tracking, cross-promotion of features with other 511 web pages).

MTC has considered proposals from the current contractor to track and report vanpool miles traveled to the FTAs National Transit Database (NTD) to obtain additional 5307 funds for an ongoing vanpool incentive. Due to the proposed restructuring of federal funding sources, MTC has delayed further investigation into the possibility of NTD vanpool reporting. In addition, the Federal Transit Administration (FTA) has proposed revisions to its NTD Reporting Manual concerning the eligibility of vanpools for reporting. If/when the federal funding programs are revised or reauthorized in future federal transportation authorizing legislation, and FTA's rules for vanpool reporting to NTD are finalized, MTC may direct the selected RRBP Contractor to take the lead in tracking and reporting vanpool miles.

*b. Ridematching System*

The Rideshare Program currently uses an online ridematching system (RMS) developed by Base Technologies, Inc. (BTI). The system was launched in May 2009 and has been customized to meet the existing rideshare program's evolving needs. MTC is strongly interested in the RRBP Contractor keeping abreast of evolving tools and technologies that are relevant for ridesharing and bicycling customers. The RRBP Contractor will be expected to gather feedback and lessons learned about any recently developed and/or new matching systems or features; this will be especially important in the initial operating years of the feature or service (e.g., SchoolPool). The intent of this work is to help inform future proposed technical, interface, or administrative changes to the service(s).

The current RMS includes several functionalities in addition to matching:

- trip tracking and incentives modules,
- event matching,
- a vanpool administrator module and
- reporting capabilities.

The RMS also provides matching services for bicyclists under the brand name of "BikeBuddy Matching." The ridematch system can also be customized for seamless integration on other agency/employer websites. To date, the rideshare program has assisted in integrating the ridematch system into about 30 employer/agency websites. MTC desires to expand use of all of these services.

With the addition of the new trip tracking and incentives modules, registrants are encouraged to keep their names in the ridematching system on an ongoing basis—even after they have formed a carpool or vanpool. This helps the program maintain an ongoing dialogue with participants (e.g., informing them of new program or county-specific incentives).

MTC's 511 Transit contractor (at its Raging Wire hosting facility in Sacramento) currently hosts the active RMS and SchoolPool databases, which include the commuter contacts interested in ridesharing and bicycling as well as the SchoolPool registrants, respectively. These systems and databases are owned by MTC and shall remain the property of MTC. The original cost was

\$70,000. MTC anticipates that the life cycle of the current RMS is six to eight years, and as such, does not anticipate that the current system will need to be replaced in its entirety during the initial term of the new contract. However, MTC expects that the RRBP Contractor will need to propose and incorporate approved enhancements, including new functionality, e.g., enhanced real-time matching capabilities, a guaranteed ride home module, mobile device interface, and enhanced social networking.

Due to the addition of new functionalities beyond matching services, the name of the RMS may itself need to change to reflect these other features. As well, marketing and outreach will need to continue to take into consideration these additional features.

To provide more information and background about the current system, MTC has posted “Information Technology Standard Operating Procedures,” on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.)

*c. Employer Outreach Services*

The regional rideshare program currently coordinates with county-level rideshare/transportation demand management (TDM) programs to provide employer outreach services. The RRBP Contractor will be expected to assume these responsibilities. County programs include:

- TDM support agencies, such as 511 Contra Costa, The Peninsula Traffic Congestion Relief Alliance (the Alliance), and San Francisco City/County Department of the Environment; and
- Support products, such as Alameda County CMA’s guaranteed ride home program or Transportation Authority of Marin’s guaranteed ride home and vanpool incentive programs.

To ensure services are not duplicated between the rideshare program and the county program, MTC has “delegated” employer outreach in five counties and provides modest financial support for this effort. The “delegated counties” are Contra Costa, Napa, San Francisco, San Mateo and Solano. MTC anticipates that employer outreach in these five counties will continue to be delivered by the county programs through FY 2015-16.

To ensure a clear division of labor between the counties and the RRBP, MTC has identified three different groups of delegation:

- **Group 1:** These counties conduct telephone, rideshare, vanpool and employer outreach services on behalf of the RRBP. They also have administrative access to the ridematching system and have some responsibility for program marketing. The RRBP Contractor will provide all remaining services for Group 1 counties. Group 1 includes Napa and Solano counties.
- **Group 2:** These counties conduct employer outreach services on behalf of the RRBP. The RRBP Contractor will provide all remaining services for Group 2 counties. Group 2 includes Contra Costa, San Francisco and San Mateo counties.
- **Group 3:** These counties do not perform services on behalf of the RRBP. The RRBP Contractor will provide all services for Group 3 counties. Group 3 includes Alameda, Marin, Santa Clara, and Sonoma.

Should any of the remaining four counties elect to accept delegation of employer outreach services during the new contract term, those counties would move from Group 3 to Group 2. The RRBP Contractor would no longer be responsible for providing employer outreach services in those counties.

The RRBP Contractor coordinates with the Group 1 and 2 counties to provide employer services throughout the Bay Area and to promote 511 tools and services to employers (e.g., provide updates on new services, newsletter articles for distribution to employers).

*d. Casual Carpooling*

With the transition from free tolls to discounted carpool tolls on Bay Area bridges, the RRP contractor was tasked with conducting counts and surveys prior to and after the July 1, 2010 change. Historically, however, the RRP has had a limited role in supporting casual carpooling, given that casual carpoolers do not need matching services. As new features are added to the ridematching system (as discussed above) and as new technologies emerge and evolve, the RRBP may be able to provide additional support to casual carpoolers and/or provide services that enable casual carpooling in areas of the Bay Area other than the SF-work based destinations.

*e. SchoolPool Service*

MTC launched a SchoolPool pilot in September 2010. The SchoolPool service, which includes a matching system and database that are independent from the commuter-based system, was implemented by BTI for \$15,000. Since the September launch, MTC staff has worked with the Safe Routes to School program in Sonoma County and the San Francisco Unified School District to enter about 35 schools into the database. Other counties (except Marin County, which has its own schoolmatching service) have also expressed interest in the program for their school districts. It is anticipated that a majority of the region's schools may be added to SchoolPool during the current contract term.

Under the new contract, the RRBP Contractor will assume responsibility to update and maintain the SchoolPool system and database. This work may also include coordination with additional Safe Routes to School program administrators, other school outreach contractors, as well as any county TDM programs responsible for outreach to schools in their respective counties.

*f. Performance Measures and Reporting*

The RRBP contractual performance measures and targets will be included in the RRBP Contract, and the RRBP Contractor will be contractually obligated to meet them. Failure to meet the targets can result in contract termination. The two contractual performance measures are "clients placed" and "active employers."

Non-contractual performance measures have targets that help the RRBP Contractor manage its resources and develop its Implementation Plan. The RRBP measures and reports the outcomes, but not meeting the targets cannot result in contract termination.

Tracking and monitoring statistics are things that the RRBP tracks and reports, but no targets are established.

At this time, however, MTC has not yet established targets for the contractual and non-contractual performance measures. Instead, as described in Section III.F.1 of the RFP, MTC expects that proposers should propose targets for the contractual and non-contractual performance measures described in Task IV.D of *Appendix A, Scope of Work*. Proposers should describe how they will accomplish the required tasks and meet proposed program targets with sufficient detail to demonstrate a clear understanding of the task and its desired outcomes. The FY10-11 Program Targets are provided in the *FY 10-11 Implementation Plan* posted on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.

Program accomplishments are included in various internal and external MTC reports (e.g., Monthly Statistics, 511 Weekly Call Volume Reports, etc.) Statistics used for these reports have been captured in Task IV.D of *Appendix A, Scope of Work*. The RRBP Contractor is responsible for measuring program performance and providing the outcomes statistics.

The outcomes measurements and statistics are divided into three categories:

1. Contractual performance measures and targets
2. Non-contractual performance measures and targets
3. Tracking and monitoring statistics

Current evaluation methods, past program results, and sample regional reports are explained in more detail in the procurement resources provided on the MTC website at: <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.

#### *g. Incident Preparation and Response*

Major transportation-related incidents (e.g., Bay Bridge closures, transit agency work stoppages) can require emergency response support from the the RRBP Contractor to provide additional customer support service hours, make changes to the Park and Ride lot maps on the website, and coordinate with parking venues to provide supplemental spaces at or near various transit stations, among other tasks.

The RRBP Contractor will also maintain two information sources on an on-going basis, so that the information is available when an incident occurs. The first is an inventory of on and off-street parking facilities at or near rail stations that could be used as supplemental parking in times of a regional transportation emergency. The second is general transportation emergency preparation information, including parking, transit and shuttle provider contact information.

#### *h. Technical Advisory Committee*

The Technical Advisory Committee (TAC) provides advice and guidance about the RRBP's program's strategic direction, program planning and leadership. The TAC membership currently consists of representatives from the nine county congestion management agencies, the Bay Area Air Quality Management District, local TDM organizations (e.g., the San Francisco TMA), rideshare program contractor staff, and MTC staff. Membership in the TAC may be expanded as needed, especially as the scope of the contract evolves. Working groups comprised of a subset of TAC members may be formed to address specific issues (e.g., online ridematching system,

ridesharing and bicycling marketing). MTC leads the TAC and the Contractor supports the TAC by preparing materials and leading discussion as necessary.

## 2: Functions that are Modified or New for the RRBP Procurement

### *a. Bicycling*

The Bay Area has never had a comprehensive, coordinated regional bicycling information program. MTC provides bicycling information on the 511 phone system and 511 web, including the BikeMapper online tool, and sponsors an annual Bike to Work (BTW) event. These efforts have been carried out by various MTC staff and contractors.

From 2005 to the present, the Rideshare Program has provided a minimum level of bicycling information services, including answering bicycling calls on 511 phone and providing content updates to MTC staff who then upload the content onto the 511 bicycling website. MTC's GIS staff currently maintains the regional BikeMapper and MTC's graphics staff make updates to the bicycling website. The 511 Bicycling website and BikeMapper are currently hosted on MTC's servers and maintained by MTC's Planning / GIS staff. MTC staff are finalizing a major upgrade to the BikeMapper. Once the upgrade is complete (anticipated in FY11-12), the RRBP Contractor will assume responsibility for maintenance and updates to the BikeMapper, including collecting bicycle network updates from local cities and counties.

With this procurement, by consolidating these responsibilities under a single contractor, MTC intends to create primary ownership and responsibility for delivery of bicycle information services within this contract and provide an opportunity to incorporate Bike To Work in the future (See *Appendix A, Scope of Work*, "New Project Responsibilities" that are currently not included in the initial contract but could be added to the contract in the future). MTC's expectation is that this shift provides a significant opportunity for achieving efficiencies by leveraging rideshare-designated resources (e.g., rideshare website staff also used to update and maintain the bicycling website).

Over the course of the new contract, MTC anticipates that the RRBP Contractor will identify and implement additional strategies to improve efficiency (e.g., move and/or consolidate bicycling website and BikeMapper equipment, assume full control and responsibility of updates to the bicycling website.)

To provide more information and background about the current bicycling services, MTC has posted a background document, "Bicycling Information Services," on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.

### *b. Marketing, Communications and Market Research*

Since 2003, the Rideshare Program has marketed itself through 511/511.org, and since 2005, the program name has been "511 Rideshare." The goals of 511 Ridesharing and Bicycling marketing are to broaden awareness and increase usage of the program's services in order to achieve program performance measures. The rideshare contract has historically included a rideshare marketing task to allow contractor control over marketing to meet the performance measures it is contractually obligated to meet. As a result, the rideshare contractor has had a

proactive role in planning and implementing rideshare marketing activities. MTC will retain this strategy for ridesharing marketing under the new contract.

This same strategy will be extended to include bicycling marketing. Since the RRBP contract will also provide enhanced bicycling information, the RRBP Contractor will be required to propose evaluation methodologies and performance measures to gauge progress. Additionally, as is currently the case with ridesharing marketing, the RRBP will also be responsible for proposing and implementing marketing strategies to meet those proposed performance measures.

Since July 2006, MTC has managed a separate consolidated Marketing, Web, and Communications Services contract for marketing and web-related services for the 511 program and other regional operations programs. Additional information about this contract is included in *Appendix A-6, Coordination with Other 511 Contractors*.

Specifically for the 511 program, this contract has historically been responsible for the following marketing, communications and market research tasks:

- customer outreach, customer education, and marketing campaigns,
- market research and usability studies,
- coordination of transit information in regional display cases (“Regional Transit Information Centers”), and
- printing materials.

This contract will end in June 2011 and the responsibility for the general 511 program marketing, communications, and market research tasks are being shifted into the RRBP contract. Web design and operations services will be procured under a separate, new contract. The goals of general 511 program marketing are to:

- maintain and broaden awareness of the 511 traveler information service and its features,
- grow usage of 511 overall in support of enhancing the efficiency and maximizing the capacity of the Bay Area transportation system
- support the launch of new features and tools, and
- solidify 511's position in the marketplace as the Bay Area's most comprehensive, accurate, and reliable source of transportation information.

While there are no contractual goals and targets established for Task III.B.2 (General 511 program marketing, communications, and market research services), MTC anticipates that the RRBP Contractor shall establish and meet campaign goals for awareness and/or usage, as appropriate. It is anticipated that the MTC General 511 Program Marketing Manager will provide direction on programs and services expected to be marketed and/or researched each year. It is expected that the RRBP Contractor shall work closely with MTC on developing its general 511 program marketing, communication services, and market research marketing plan each year.

MTC expects that there are natural synergies to be gained by adding overall 511 program marketing to the RRBP contract as the RRBP Contractor is already responsible for ridesharing and bicycling marketing; additionally, the contractor is expected to be knowledgeable about all aspects of 511, in essence serving as the 511 program's “public face” to customers and employers. The consolidation of all 511 marketing services into the RRBP contract will place a

responsibility with the RRBP Contractor to be aware of the launch plans for all new 511 enhancements.

Additional information on 511 marketing (e.g., campaigns, concepts, and materials) and customer communications can be found in *Appendix A-2, RRBP Marketing & Customer Communications Requirements*, background marketing documents, and the *511 Brand Guidelines*. The *511 Brand Guidelines* and additional background marketing documents can be found in the procurement resources provided on the MTC website at: <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>

#### ***D. Resources***

In order to promote equitable competition during the procurement process, MTC has made available many detailed documents to help Proposers understand the function of the RRBP and the way that it currently conducts its tasks. These materials are available on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.

## ***II. SCOPE OF WORK, PERIOD OF PERFORMANCE AND BUDGET***

### **A. Scope of Work**

MTC has developed a preliminary Scope of Work (*Appendix A*) identifying required work tasks for operating the RRBP. The Scope of Work is organized into five program elements. Each program element is divided into a series of tasks and sub-tasks. The county rideshare programs described in I.A. will perform certain designated tasks or sub-tasks. The program elements include:

**I. Ridesharing & Bicycling Services** focus on forming and maintaining carpools, vanpools and encouraging bicycling. Tasks under this program element include operating the rideshare/bicycling matching and tracking system, providing vanpool and bicycling information services, providing incident preparation services related to ridesharing, and providing rideshare-related incident response services. The Contractor will perform a defined set of rideshare and bicycling services in the Group 2 and Group 3 counties and some additional services in all nine counties. (See Section C.1.c for the definition of Groups.) Where the RRBP has responsibility for Group 2 and Group 3 counties, Solano Napa Commuter Information (SNCI) performs the tasks in Solano and Napa counties under a separate agreement with MTC.

**II. Employer Services** encourage employers to offer alternative transportation benefits and services at their sites. The RRBP is responsible for this program element in the Group 3 counties. 511 Contra Costa will perform these tasks in Contra Costa County. The Alliance will perform these tasks in San Mateo County. SNCI will perform these tasks in Solano and Napa counties. The San Francisco Department of the Environment will perform these tasks in San Francisco County.

**III. Renewable Services** are tasks that may be transitioned from the RRBP contract to other MTC 511 contracts. This provides MTC flexibility to move certain tasks to achieve efficiencies or other benefits. MTC has the option not to renew these tasks on an annual basis with the Contractor, beginning in FY 2012-2013. MTC will provide reasonable notice in advance of any services that will change. The Contractor budget will change accordingly with the transition of any tasks.

**IV. Program Planning** includes tasks that allow the RRBP to develop its strategic direction and detailed action plans. The Contractor will work with MTC and the TAC to plan the program over the contract period.

**V. New Project Responsibilities** include the Bike to Work event, climate change projects and other tasks that MTC has identified as of the date of this RFP that could be added to this contract, depending on the terms and shifts among other 511 program contracts. MTC will provide reasonable notice in advance of any services that would be added and would work with the Contractor to develop a strategy for providing these services in advance. Additional funding would be provided accordingly.

*Appendix A, Scope of Work*, also includes the following sub-appendices that are considered part of the Scope of Work:

- Appendix A-1 – Program Evaluation Definitions*
- Appendix A-2 - RRBP Marketing & Customer Communications Requirements*
- Appendix A-3 - Database Management & Information Sharing Requirements*
- Appendix A-4 - RRBP Ridematching System Requirements*
- Appendix A-5 - 511 RRBP Telephone Services Requirements*
- Appendix A-6 - Coordination With Other 511 Contractors*

### ***B. Period of Performance***

The initial period of performance for this contract will be five years, from June 1, 2011 (estimated date of contract execution) to June 30, 2016, for Program Elements I, II, and IV. The initial period of performance for program element III “Renewable Services” is flexible and could range from one to five years. The initial period of performance for Program Element V, “New Project Responsibilities” is flexible and could range from zero to five years. At MTC’s sole option, all program elements may be renewed for up to five (5) additional years in increments of MTC’s choosing, subject to the annual budgetary approval processes of MTC.

If a firm/team other than the current rideshare program contractor is awarded this contract, the successful Proposer will be asked to work with the current rideshare program contractor for a one month period, beginning June 1, 2011 to transition service. This period will provide the new selected RRBP Contractor with the opportunity to prepare for a transition in operations.

### ***C. Funding***

The following table identifies preliminary annual funding for the program contract.

**Regional Ridesharing & Bicycling Program Preliminary Annual Revenue and Cash Flow  
FY 10-11 through FY 15-16**

| Fiscal Year     | Rideshare/Bicycling Budget<br>(All Tasks except III.B.2) | General 511<br>Program Marketing<br>Budget (Task<br>III.B.2) | Transition Budget |
|-----------------|----------------------------------------------------------|--------------------------------------------------------------|-------------------|
| FY 10-11        |                                                          |                                                              | \$100,000         |
| FY 11-12        | \$3,314,000                                              | \$450,000                                                    |                   |
| FY 12-13        | \$3,244,000                                              | \$452,500                                                    |                   |
| FY 13-14        | \$3,382,000                                              | \$534,800                                                    |                   |
| FY 14-15        | \$3,451,000                                              | \$550,800                                                    |                   |
| FY 15-16        | \$3,554,530                                              | \$594,900                                                    |                   |
| <b>Subtotal</b> | \$16,945,530                                             | \$2,583,000                                                  | \$100,000         |
| <b>Total</b>    |                                                          |                                                              | \$19,628,530      |

If a new Contractor is awarded this contract, MTC has established a maximum transition budget for the new Contractor of \$100,000. All proposers except for the existing contractor may show

the transition budget in proposed budgets. Task III.B.2. has a defined budget based upon available funding; as such, the budget for Task III.B.2. is shown separately.

If any tasks in the Renewable Services program element are transitioned from the RRBP Contract, or tasks in the New Project Responsibilities program element are transitioned to the RRBP Contract, the budget available to the RRBP Contractor will change accordingly via a contract amendment.

Furthermore, MTC reserves the right to delegate employer outreach services to additional counties. If MTC elects to delegate to additional counties, the Contractor's budget would be reduced accordingly. Delegated counties currently receive \$70,000 per county per year, but future delegated county budgets would be determined at the time of delegation and be based on available funds.

### ***III. FORM OF PROPOSAL***

#### ***A. General Instructions***

Proposers must submit an original and eight (8) hard copies, one electronic PDF version and one electronic Word version (plus Excel for the cost proposal) of their proposals by December 17, 2010 at 12:00 PM (Pacific Time) to be considered. In furtherance of MTC's resource conservation policy, proposers are asked to print proposals back to back and are encouraged to use recycled paper for all proposals and reports. Proposals shall be submitted to:

Susan Heinrich, 511 Ridesharing & Bicycling Project Manager  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700

Proposals must be typed with a minimum 12-point font. Text should be written on 8 ½" by 11" paper, although graphics and spreadsheets may be provided on paper up to 11" x 17". Proposals shall not exceed 125 pages, excluding proposal covers, resumes, project references, writing or marketing samples, and DBE documentation.

Proposers are invited to refine or modify the tasks and subtasks identified in *Appendix A, Scope of Work*, in order to better support the program's goal, objectives and targets, as long as the overall goals and objectives of the RRBP, as defined in Section I.A, are maintained. Such refinements or modifications should include associated task deliverables and explain how outcomes would be measured and reported. If any new or modified tasks or subtasks are proposed, the proposal should also explain the benefit to the program of the addition or modification.

Measurements are provided throughout *Appendix A, Scope of Work* to help the Proposer prioritize effort and resources. The measurements do not have a target associated with them, because MTC is looking for Proposers to propose targets and because Proposers could propose changes to the targets in any given fiscal year, subject to approval by MTC. Specific measurements and targets for the existing contract have been included on MTC's website in the FY 2010-2011 511 Rideshare Implementation Plan. While MTC and the RRBP TAC are committed to using targets to determine whether the Proposer achieves the intended outcomes of its tasks, it is not MTC's intent, by specifying particular measurements and targets, to prevent proposers from modifying the Scope of work, as indicated above. As such, MTC and the RRBP TAC are open to different approaches from Proposers regarding the measurements and targets, as long as the objectives of this RFP are maintained.

The RRBP Proposer will be contractually obligated to meet the targets included in the final contract. Failure to meet finalized targets can result in contract termination.

The requested format for proposals is set forth in sections III.B through III.K.

### ***B. Letter of Transmittal***

An official authorized to bind the Proposer must sign the transmittal letter. The transmittal letter should identify the project team, including lead contractor and any subcontractors. The transmittal letter should also include the name, telephone number and email address of the primary contact person. The transmittal letter should include a statement that the proposal (or Best and Final Offer, if applicable) is a binding offer to contract with MTC according to the requirements of this RFP for a period of one hundred and twenty (120) days from the due date for submission of proposals.

### ***C. Title Page***

A title page that includes the RFP subject, the name of the Proposer's firm, local address, telephone number, name of contact person, and the date.

### ***D. Table of Contents***

Provide a table of contents that includes a clear identification of the material by section and page number.

### ***E. Team Structure and Organization***

Describe the firms that make up the project team and the distribution of work among them. Include descriptions of the roles of any subcontractors and their specific responsibilities and how their work will be supervised.

Proposers should identify how they will staff the RRB. Identify key staff proposed to work on the project and proposed project position or title; identify the specific project tasks for which each key staff member will be responsible. For other project staff, identify by position title and give the number of personnel staffing each position.

Provide a project organization chart.

### ***F. Work Plan and Schedule***

#### ***1. Work Plan***

Provide a detailed work plan explaining how the Proposer will conduct each task identified in *Appendix A, Scope of Work* during the contract period. The work plan should discuss the Proposer's approach and strategies for implementing tasks and sub-tasks under Program Elements I through IV for the five-year contract period. The work plan should not address tasks under Program Element V, "New Project Responsibilities."

Proposers should propose targets for the contractual and non-contractual performance measures, described in Task IV.D of *Appendix A, Scope of Work*. Proposers should describe how they will accomplish the required tasks and meet proposed program targets with sufficient detail to demonstrate a clear understanding of the task and its desired outcomes. The FY10-11 Program Targets are provided in the *FY 10-11 Implementation Plan* posted on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.

MTC is particularly interested in how the Proposer would address the following:

- a. **Coordination:** Discuss how the Proposer would coordinate with and work with Group 1, Group 2 and Group 3 counties, with MTC, with other MTC contractors, as described in *Appendix A-6, Coordination with Other 511 Contractors*; and with other agencies/companies that can help the RRBP deliver its products and services (e.g., for-profit vanpool providers, TMAs). Describe coordination strategies specific to individual tasks. Proposers should describe their approach for coordinating annual implementation planning and day-to-day operations with strategic direction provided by MTC and the TAC. Discuss any coordination issues foreseen and strategies for resolving them.
- b. **Marketing:** Marketing activities may support one task or several tasks. The work plan should provide as detailed a marketing strategy as possible. Discuss how Ridesharing & Bicycling Marketing would be provided and coordinated with General 511 Program Marketing. Discuss how marketing will be used to achieve RRBP targets. Discuss approach for overall general 511 program marketing, communications, and market research. Discuss coordination efforts with 511 staff and 511 contractors, as needed, to develop the annual General 511 Program marketing plan. Additional information on marketing can be found in *Appendix A-2, RRBP Marketing & Customer Communications Requirements* and in the procurement resources provided on the MTC website at: <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>
- c. **Ridematching System:** Describe the approach for on-going evaluation, maintenance and enhancement of the current ridematching system (RMS). Discuss industry and Bay Area trends that could or should affect the RMS. Discuss the RMS in the context of the 511 Program as a whole. Describe proposer's vision for how the RMS will best meet the RRBP goals. Discuss any specific enhancements or trends that may impact the RMS. Discuss the need for changing the name of the RMS to reflect the newer features (e.g., trip tracking and incentives modules) as well as possible additional features, including real time ridematching.
- d. **Bicycling Information Services:** Describe the proposed approach for offering bicycling information, including coordinating with bicycle coalitions and local agencies to collect bicycling information. Describe the proposed approach for offering bicycling information via the web, including an assessment on whether the 511.org Bicycling site and BikeMapper should continue to be hosted on MTC's servers or moved and co-located with the Rideshare servers. Describe how maintenance and updates to the BikeMapper, including collecting bicycle network updates from locals, will be technically accomplished.
- e. **Performance Measures and Evaluation Methods:** Describe proposed strategies and methods for determining the achievement of program targets and/or Proposer-proposed targets. Propose evaluation methodologies for tracking the outcomes from bicycling information and SchoolPool matching services. These outcomes should preferably be in the form of clients placed and trips reduced.
- f. **Renewable Services:** Proposers should discuss foreseeable issues if Renewable Services tasks are not renewed after the first contract year.

- g. Transition Plan:** Explain the proposed approach for preparing for a June 1, 2011 operations start-date. Describe the proposed strategy for transition of program assets. Describe the proposed strategy to staff the program and to secure office space and equipment, if applicable.
- h. Cost-effectiveness strategies:** MTC must balance the goals of providing an accurate, reliable and highly-used 511 service with the need to operate, maintain, and optimize the system cost-effectively. MTC wants to ensure that any system improvement is weighed against its long-term costs and impacts on the existing system and staff resources. MTC also wants to ensure ongoing mindfulness of strategies that could reduce project costs, increase project efficiencies, and add greater value to the end users.
- i. Additional Strategies & Tasks:** Discuss additional strategies and tasks. These strategies and tasks may include, but not be limited to: areas where additional efficiencies could be realized, revenue generation strategies, fee-for-service strategies, strategies to provide tax-deductions to private-sector companies for donations of prizes, customer communications, incentives, support programs, employer consultations, web services, promotions, worksite presentations and events, strategies for forming vanpools, ridematching database access, products available on a fee-for-service basis, etc.

2. Schedule

Provide a five-year contract schedule that correlates with the proposed work plan. Include tasks and sub-tasks that will be conducted continuously throughout the contract. Include start and end dates of tasks, sub-tasks and activities that will be periodic through the five years. Propose a timeline for submission of deliverables.

**G. Qualifications and References**

- 1. Demonstrate how the Proposer meets evaluation factor #2, “Team Structure, Team and Key Personnel Experience, Qualifications and Past Performance” listed in the Proposal Evaluation (Section IV).
- 2. Provide at least three references from previous projects similar to this project, including the project title, a brief description (one page maximum per project) of the project, the period of performance, the project budget, the sponsoring agency and sponsor Project Manager, and roles played by individuals proposed for this RFP. Include the name of the contact person, agency for whom the work was performed, telephone number, email address, and year that the work was done. At least one reference for each major subcontractor (subcontracts over \$100,000) must be included as well.
- 3. Provide resumes for each key staff person assigned to the project (two page maximum per person), summarizing the individual's training and experience relevant to this project. Include resumes for key subcontractor personnel, as well.
- 4. List any contracts with MTC entered into by the Proposer or any of its subcontractors in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

5. Provide at least one sample of a written report comparable to the written deliverables required for this project, prepared by key members of the Proposer team (identifying the authors.) One copy only is required, and will be returned after proposal evaluation, upon request.

#### ***H. Cost Proposal***

Provide the cost proposals listed below. Budgets should reflect all anticipated cost increases (e.g., due to salary increases, cost of living) through FY 2015-16. The selected Proposer will be held to its proposed budgets for the full term of the contract. The resultant contract will be for a cost-plus-fixed-fee type payment with an annual ceiling, with the exception of Task III.B.2, which will be either deliverables-based or time and materials. The proposed budgets shall become part of the resulting contract. Directions for submitting each cost proposal are provided in the cost proposal forms.

1. Project Budget by Year: Section II.C, Funding, described the annual and total funding available for this project over the contract period. Proposers may propose annual budgets that are different from what is shown in Section II.C, as long as the sums of the cumulative annual budgets do not exceed the sum of cumulative funding available up to but not beyond that year. In other words, a proposer may defer spending a portion of the available budget in a particular year and then apply these funds to a *subsequent* year.

Proposers should assume that Program Element III, “Renewable Services” will be provided in all five fiscal years. Proposers should not include Program Element V, “New Project Responsibilities.” Task I.E.4 will be provided beginning FY 2010-11 and task I.E.5 will be provided beginning FY 2011-12.

Appendix B, Format for Presentation of Project Budget by Year provides a sample format showing how the Project Budget by Year should be presented. This form is also available electronically in Excel format at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>. Note that this form includes a line to indicate additional revenue generated or value of value-added services provided to evaluation of proposals.

2. Summarized Budget: The summarized budget should be set forth on the Cost and Price Analysis Form attached hereto as *Appendix C* to this RFP. Proposers should provide one Cost & Price Analysis Form for the total five year project costs as well as Cost & Price Analysis Forms for each of the five fiscal years. This form is available electronically in Excel format at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>. Proposers should present a breakdown of project costs by cost categories, including direct labor, broken down by job classifications. A line item budget should also be submitted for proposed subcontractors with contracts estimated to exceed \$100,000. Proposers will have to make certain assumptions about their long-term Scope of Work. Proposers should assume that Program Element III, “Renewable Services” will be provided in all five fiscal years. Proposers should not include Program Element V, “New Project Responsibilities.” Task I.E.4 will be provided beginning FY 2010-11 and task I.E.5 will be provided beginning FY 2011-12.

3. Detailed Task/Subtask Budget: Complete *Appendix D, Format for Presentation of Project Budget by Task* per the specific instructions and guidelines provided in *Appendix D*. Proposers should assume that Program Element III, “Renewable Services” will be provided in all five fiscal years of the initial contract term. Proposers should not include Program Element V, “New Project Responsibilities.” Task I.E.4 will be provided beginning FY 2010-11 and task I.E.5 will be provided beginning FY 2011-12. In general, the cost proposal shall:
- Clearly state the hours by task for key personnel.
  - Include *all* costs associated with performance of Project Elements I through IV, including all direct costs (e.g., estimated budget for marketing materials for Tasks III.B.1 and III.B.2.)
  - Include budget for ridematching system enhancements.
  - Include a contingency budget for replacement of the ridematching system in Year 5.
  - Budget \$10,000 per year for incident response contingency (Task I.G).
4. Hourly Rates: Complete *Appendix D-1, Rate Sheet* to identify the proposed hourly rates for each staff member. The hourly rates should be broken out by description of costs to include, at a minimum, salary, overhead and profit for each year of the contract term. These rates will be subject to pre-award audit. Once accepted, billed rates must not exceed accepted rates. The rate sheet is also available electronically in Excel format at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.

This form is available electronically in Excel format at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.

### ***I. California Levine Act Statement***

Submit a signed Levine Act statement (*Appendix E*).

### ***J. Insurance Provisions Document***

Submit a signed Insurance Provisions Document (*Appendix F-1*).

### ***K. Federal Forms***

As this project is funded, in part, with federal funds, the resulting contract will be subject to the federally required provisions included in *Appendix G, Federal Requirements*, submit completed federal-required certifications related to lobbying, debarment, and subcontractor information (*Appendices G-1, G-2, G-3, G-4, and G-5*).

#### ***IV. PROPOSAL EVALUATION***

##### ***A. Review for General Responsiveness***

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and compliance with the **Underutilized Disadvantaged Business Enterprise (UDBE)** requirements in Section V.G. Proposals failing to **satisfy the Underutilized Disadvantaged Business Enterprise (UDBE) requirements in this RFP** will not be considered.

Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in Section III, Form of Proposal, may be considered complete and generally responsive, if evaluation in every criterion is possible.

##### ***B. Evaluation Factors***

Responsive proposals will be evaluated by a panel comprised of MTC staff and member(s) of the TAC on the basis of the following evaluation factors. The first three are of equal importance; the fourth is of less relative importance. Sub-factors are not inclusive and will not be weighted: they are provided to illustrate the considerations that will affect factor evaluations.

###### **1. Work Plan and Schedule**

- a. Specificity, appropriateness, clarity, logic, thoroughness, and risk of the proposer's approach to carrying out the tasks listed in *Appendix A, Scope of Work*.
- b. Ability of the work plan to accomplish program goals and objectives.
- c. Ability of the work plan to meet the proposer's proposed maximum targets for the contractual and non-contractual performance measures.
- d. Appropriateness, logic and risk of the five-year project schedule.

###### **2. Team Structure, Team & Key Personnel Experience, Qualifications and Past Performance**

- a. Logic, risk and appropriateness of proposed team structure, coordination, communication flow, and project office location.
- b. Qualifications and experience for the lead firm, Project Manager, the team, and the key project staff in projects similar to the Scope of Work of this RFP and covering the required skill sets including, but not limited to, experience in coordinating complex projects with multiple partner agencies (public and private), marketing, strategic planning, ridematching systems, bicycling services and evaluation methods.
- c. Qualifications and experience for the lead firm, Project Manager, the team, and the key project staff in transportation program planning, implementation, management, operation, monitoring and evaluation.
- d. Qualifications and experience for the lead firm, Project Manager, the team, and the key project staff in achieving contractual performance measures for relevant projects.
- e. References for the lead firm, major subcontractors, and key project staff for projects of similar size and scope and with public agencies.

### 3. Resource Allocation, Availability & Cost Effectiveness

- a. Assignment of personnel to their assigned project tasks.
- b. Appropriateness of labor hour distribution among tasks.
- c. Availability of key personnel to support this project, including team depth.
- d. Appropriateness of allocation of non-labor resources.
- e. Appropriateness of hourly rates and their impact on proposed number of labor hours.
- f. Overhead rates.

### 4. Communication

- a. Ability to write and present information clearly, as evidenced by proposal and writing sample(s).
- b. Ability to speak and present effectively (as demonstrated in interviews or discussions).

Following the initial evaluation, the panel may elect to recommend award to a particular Proposer on written proposals alone, with or without interviews, or may enter into discussions with a “short list” of Proposers, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the contract. References may be contacted at any point in the evaluation process.

#### ***C. Proposer Discussions***

The purpose of discussions (if held) with a Proposer on the “short-list” will be to identify to that Proposer specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them in a BAFO. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence (including e-mail) and/or face-to-face meetings. The Project Manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A proposer on the “short list” invited to participate in discussions will be expected to provide a presentation limited to 20 minutes consisting of an overview of its approach to the Project.

MTC reserves the right to not convene discussions and to make an award on the basis of initial proposals, with or without interviews.

#### ***D. Request for Best and Final Offer (BAFO)***

Following discussions, if held, proposers on the “short list” will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance of Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

***E. Recommendation and Approval***

The panel will recommend a Contractor to the MTC Executive Director, based on its evaluation of the written proposals or BAFOs and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, forward the recommendation to the Operations Committee for approval.

MTC reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.

## **V. GENERAL CONDITIONS**

### **A. Limitations**

This RFP does not commit MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

### **B. Award**

All finalists may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from negotiations. MTC also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a labor cost and a technical viewpoint. Any award made will be to the Contractor whose proposal is most advantageous to MTC based on the evaluation criteria outlined above.

### **C. Binding Offer**

A signed proposal or BAFO submitted to MTC in response to this RFP shall constitute a binding offer from Contractor to contract with MTC according to the terms of the proposal for a period of one hundred twenty (120) days after its date of submission, which shall be the date proposals or BAFOs are due to MTC.

### **D. Contract Arrangements**

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix F*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Proposer will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with Section V.E below.

The selected RRBP Proposer will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix F-1, Insurance Requirements*. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix F-1*, within five (5) days of MTC's notice that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

The resulting contract will be funded in part with federal funds. Federally required contract provisions are included in *Appendix G*.

The contract resulting from this RFP, for all work with the exception of Task III.B.2 General 511 Program Marketing & Communication Services of the Scope of Work, will be a cost-plus-fixed-fee type contract with an annual ceiling. Payment for Task III.B.2, General 511 Program Marketing & Communication Services will be either deliverables or time and materials based. The RRBP Proposer and MTC's General 511 Program Marketing Manager will mutually agree to payment terms for Task III.B.2 during negotiation of the annual implementation plan.

***E. Selection Disputes***

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Proposer on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than five (5) days prior to the date proposals are due, for objections to RFP provisions; or
- 2) No later than three (3) working days after the date the firm/team is notified that it did not meet the minimum qualifications, did not satisfy DBE requirements, or was found to be non-responsive; or
- 3) Within five (5) working days after the date on which contract award is authorized by the Operations Committee or the date the Proposer is notified that it was not selected, whichever is later, for objections to Proposer selection.

Except with regard to initial determinations of non-responsiveness or failure to meet the minimum requirements, the evaluation record shall remain confidential until the MTC Operations Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Executive Director.

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by MTC's Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Operations Committee, no less than three (3) working days after receipt of the written response from the Executive Director. The Operations Committee's decision will be the final agency decision.

**F. Public Records**

This RFP and any material submitted by a Proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the Operations Committee has authorized award.

**ANY LANGUAGE PURPORTING TO RENDER THE ENTIRE PROPOSAL OR THE COST PROPOSAL CONFIDENTIAL OR PROPRIETARY WILL BE REGARDED AS INEFFECTIVE AND WILL BE DISREGARDED.**

**G. Disadvantaged Business Enterprise (DBE) Participation**

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. Contractor's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has established an Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of 10% for this contract; the UDBE goal applies to all non-discretionary tasks. Respondents are required to document their activities in the solicitation and selection of subcontractors on *Appendices G-3, G-4, and G-5*, the Local Agency Proposer UDBE Information (Contractor Contracts), Local Agency Proposer DBE Commitment (Contractor Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see *Appendix G*.

*Appendices G-1, G-2, G-3, G-4, and G-5* are Caltrans-required forms. Proposers **must** complete *Appendices G-1, G-2, G-3, G-4 and G-5* according to the instructions in their entirety. This applies even if a proposer is a UDBE/DBE.

1) Terms used in this document:

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
  - Black American
  - Asian-Pacific American
  - Native American
  - Women

- The term “proposer” refers to firms submitting proposals in response to this RFP.
- The term “Contract.” also means Agreement.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2) Authority and Responsibility

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3) Submission of UDBE and DBE Information

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE (Contractor Contract) Commitment” (*Appendix G-3, Exhibit 10-O(1)*) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer/Bidder-DBE (Contractor Contract)-Information” (*Appendix G-4, Exhibit 10-O(2)*) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE Participation – General Information

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

- C. A UDBE proposer, not submitting as a joint venture with a non-DBE, will be required to document one or a combination of the following:
1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
  2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
  3. The proposer, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The prime contractor shall list only one subcontractor for each portion of work as defined in its proposal and all DBE subcontractors should be listed in the list of subcontractors.
- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.
5. Resources
- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled Find a Certified Firm
  - Click on Query Form link, located in the first sentence
  - Click on Certified DBE's (UCP) located on the first line in the center of the page
  - Click on Click To Access DBE Query Form
  - Searches can be performed by one or more criteria

- Follow instructions on the screen
- “Start Search,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form

C. How to Obtain a List of Certified DBEs without Internet Access

**DBE Directory:** If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6) Material and Supplies

**MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers’ own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.H.

## ***H. Program Accessibility***

RRBP services must be accessible to the disabled community and be provided in a manner consistent with the level of accessibility that the program currently provides or better. The Program uses Section 255 of the Telecommunications Act of 1996 and Section 508 of the Rehabilitation Act of 1998 as guidelines for providing accessible services. It is the responsibility of the Contractor to be familiar with these statutes and how they impact the delivery of RRBP services. It is also the responsibility of the Contractor to stay informed of any new acts/laws/regulations that govern accessibility so that the RRBP can remain compliant with any new acts/laws/regulations.

## ***I. Intellectual Property and Work Product Ownership Rights***

### ***1) MTC Data***

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“MTC Data”) made available to the RRBP Contractor by MTC for use in the RRBP remains the property of MTC. The RRBP has developed several databases to support the program’s operations, including but not limited to, the Ridematching Database and Employer Database. MTC will provide these databases to the selected Contractor to continue maintaining on behalf of the RRBP. These databases are considered “MTC Data.” No license to such MTC Database or the data contained within, beyond the Scope of Work of the Project, is conferred or implied by the selected Contractor’s use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by selected Contractor in the context of the Project shall be the property of MTC.

MTC will also provide copies of past reports, surveys, etc., as needed, to aid in the development of future projects.

### ***2) Ownership and Use of Work Products***

All work products prepared or assembled for MTC and/or furnished to MTC by selected Contractor or any of its subcontractors shall be the property of and owned by MTC. The term “Work Products” as used in this RFP means recorded information, whether or not copyrighted, developed with Project funds and/or delivered or specified to be delivered under the Agreement, including but not limited to Contractor-generated enhancements, modifications, fixes, or upgrades to MTC Data. Work Products include, but are not limited to: software developed and paid for under the RRBP contract, regional commuter, employer and other databases, reports, surveys, manuals, technical reports and memoranda, electronic data, and related information. “Work Products” does not include licensed software or financial, administrative, and cost and pricing information incidental to the Work.

Copies of Work Products must be delivered to MTC promptly upon their satisfactory completion of the Work, upon earlier termination of the RRBP contract, or at any time during the term of the contract at the request of MTC. In the case of software developed and paid for under this contract, the selected Contractor will be required to make available to MTC, upon such request, the source code and source code documentation for such software, along with a list of all applicable software development tools, i.e., all software required to edit/alter the

source code and successfully recompile and operate the software, including operating systems, libraries, tools and utilities, data base structures and code and compilers.

Contractor shall disseminate MTC Work Products as directed by MTC and as specified in Appendix A-3, Database Management & Information Sharing Requirements, incorporated into Appendix A by this reference.

MTC's contract with the selected RRBP Contractor will include an assignment to MTC of all right, title and interest in and to Work Products, including ownership of the entire copyright in the Work Products, and an agreement to execute all papers necessary for MTC to perfect its ownership of the entire copyright in the Work Products. Proprietary information used to create Work Products is not included.

Neither the selected RRBP Contractor nor its subcontractors will be permitted to use or disseminate any MTC Data or Work Products outside of the context of the RRBP without the prior written approval of MTC, other than as directed in Appendix A-3, Database Management & Information Sharing Requirements. All authorized uses of MTC Data or Work Products by the Contractor outside of the context of the RRBP shall include a copyright notice on behalf of MTC.

A draft Work Product is considered by MTC to be confidential information unless it is incorporated into a Work Product that becomes a public document or is released by MTC to the public in another form. Neither the selected Contractor nor its subcontractors shall use, publish, or base other work on such draft Work Products, without the prior written consent of MTC.

### 3) Contractor Data

The selected RRBP Contractor or its subcontractors and/or third party licensors of software will be expected to retain ownership of the copyright to any software programs, code, materials or data provided to MTC that pre-exist this RFP; are developed outside its scope of services; or are a new translation, version or derivative of an existing program, code, material or method that is the intellectual property of the selected Contractor, its subcontractors, or a third party licensor of software. The party holding such rights will, however, be required to provide MTC with a license to use the copyrighted materials throughout the term of the RRBP contract, the terms of which must be described in the Contractor's proposal.

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## ***APPENDIX A, PRELIMINARY SCOPE OF WORK***

The RRBP Contractor is responsible for conducting all tasks and subtasks herein this Scope of Work in all nine Bay Area counties unless exceptions for the following groupings are otherwise noted.

Group 1, Group 2, and Group 3 counties are defined as follows:

- Group 1 Counties: Napa and Solano counties
- Group 2 Counties: Contra Costa, San Francisco and San Mateo counties
- Group 3 Counties: Alameda, Marin, Santa Clara and Sonoma counties

MTC may change counties within groups and responsibility for tasks and subtasks over the course of this contract.

### **I. Ridesharing & Bicycling Services**

#### **I.A Operate, Maintain and Enhance the Online Ridematching Systems (RMS)**

1. Operate and maintain the online ridematching systems in place at the time of the contract start date until it is replaced with a new system as approved by MTC.
2. Implement a program of routine, preventive maintenance; troubleshoot and fix RMS failures; repair equipment; respond to and recover from hardware and software outages; maintain software provider agreements; provide a secure, stable server environment; add system capacity as needed; backup the system data; and archive the backup media to ensure the system is performing optimally.
3. Gather feedback from the public as well as from the TAC about the local TDM community's needs and desires related to the ridematching system. Establish and confirm expectations of what the online system should and should not do.
4. Stay abreast of industry-wide experience and trends with ridematching systems, including real-time ridematching functionalities.
5. Explore and evaluate new features and functionalities (e.g., real-time features, social media connections, mobile accessibility, etc.) and recommend new features and functions to MTC and the TAC as well as a timeline for their implementation into the existing system.
6. Implement approved system enhancements. Develop additional detailed scopes of work for the system enhancement work if deemed necessary by MTC at the time enhancements are approved.
7. If/when the existing system needs to be replaced, recommend a software system that meets the minimum functional requirements described in *Appendix A-4, RRBP Ridematching System Requirements*.
8. Purchase and transition to new system or update current system, as applicable.

## DELIVERABLES

| Task/Subtask  | Deliverable                                                                                                                                                                                                                                                                                                                                                          | Frequency                                                                                  |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| I.A.1         | RMS Operations & Maintenance Plan<br>Document current RMS functionality, user satisfaction, limitations and maintenance needs, maintenance procedures, as well as features that work well. Identify capital maintenance needs (e.g., server capacity, equipment replacement cycle), cost and schedule.                                                               | September 30, 2011<br>March 31, 2012<br>March 31, 2013<br>March 31, 2014<br>March 31, 2015 |
| 1.A.2         | An RMS that functions per <i>Appendix A-4, RRBP Ridematching System Requirements</i>                                                                                                                                                                                                                                                                                 | Ongoing                                                                                    |
| I.A.3         | Customer feedback, TAC Meeting Participation and Presentations<br>Gather TAC feedback on Contractor enhancement ideas and gather other ideas from TAC members.                                                                                                                                                                                                       | Prior to finalization of the annual RMS Enhancement Plan                                   |
| I.A.4 & I.A.5 | RMS Enhancement & Replacement Plan, including:<br>Report on industry trends.<br>Present enhancement evaluation findings.<br>Recommend specific enhancements for the coming fiscal year.<br>Identify budget and implementation schedule.<br>Recommend enhancements for further study or consideration for future years and identify a high-level budget and schedule. | December 31, 2011<br>June 1, 2012<br>June 1, 2013<br>June 1, 2014<br>June 1, 2015          |
| I.A.6         | Detailed scopes of work outlining the tasks to implement specific enhancements.                                                                                                                                                                                                                                                                                      | As needed                                                                                  |
| I.A.7         | System replacement strategy                                                                                                                                                                                                                                                                                                                                          | August 2015, if needed                                                                     |
| I.A.8         | New RMS, if needed                                                                                                                                                                                                                                                                                                                                                   | No earlier than FY16                                                                       |

### **I.B. Provide Ridematching Services**

Contractor is responsible for subtasks 1 – 8 in Group 2 and Group 3 counties. Contractor is responsible for subtasks 4 – 8 in Group 1 counties.

1. Provide mail, telephone and online ridematching services according to the requirements laid out in *Appendix A-4, RRBP Ridematching System Requirements* and *Appendix A-5, 511 Ridesharing & Bicycling Telephone Services Requirements*.
2. Develop and implement strategies that add registrants to the ridematch database who are interested in carpooling or vanpooling (e.g., strategies that increase the number of employers or businesses promoting the RMS, strategies that encourage and/or streamline the registration process, etc.) Maintain and enhance the RMS database.

3. Develop and implement strategies that encourage database registrants to form carpools or vanpools (e.g., mining the database for vanpool passengers, outreach to registrants to offer additional assistance with tips for enhancing their matchlist such as increasing their match radius, origins/destinations changes, start/end time variations, etc.).
4. Provide RMS training as needed to TDM Partners and outlying counties, as appropriate.
5. Generate and provide reports from the database as defined in Appendix A-4, RRBP Ridematching System Requirements and Appendix A-5, 511 Ridesharing & Bicycling Telephone Services Requirements.
6. Manage and maintain unique databases within the system or separate matching systems, as needed, to facilitate special matching needs, including but not limited to vanpools, special events, and SchoolPool.
7. Gather feedback and lessons learned about the different matching systems and/or features, especially during their initial operating years (e.g., SchoolPool). The intent of this work is to help inform future proposed technical, public interface, or administrative changes to the service(s).
8. Coordinate carpool/vanpool parking permits for those carpooling to BART stations.

#### **DELIVERABLES**

| <b>Task/Subtask</b> | <b>Deliverable</b>                                                                                                                                                                                                                                                                               | <b>Frequency</b>                                      |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|
| I.B.1               | Outcomes for: <ul style="list-style-type: none"> <li>• New ridematch registrants</li> <li>• Follow-up customer contact</li> <li>• Ridematching registrants from events</li> <li>• Ridematching registrants via web</li> </ul> (See Task IV.D)                                                    | Ongoing                                               |
| I.B.2               | Outcomes for: <ul style="list-style-type: none"> <li>• New ridematch registrants</li> <li>• Average annual database size</li> <li>• Ridematching registrants from events</li> <li>• Ridematching registrants via web</li> <li>• Average number of names per matchlist</li> </ul> (See Task IV.D) | Ongoing                                               |
| I.B.3               | Outcomes for: <ul style="list-style-type: none"> <li>• Clients Placed</li> <li>• Vehicle Trips Reduced</li> <li>• Vehicle Miles Traveled Reduced</li> </ul> (See Task IV.D)                                                                                                                      | Ongoing                                               |
| I.B.4               | Training materials and meetings                                                                                                                                                                                                                                                                  | As needed                                             |
| I.B.5               | Database reports                                                                                                                                                                                                                                                                                 | See Deliverable IV.C, (Standard Operating Procedures) |

|       |                                                                     |         |
|-------|---------------------------------------------------------------------|---------|
| I.B.6 | Ridematch System, SchoolPool matching system, and others, as needed | Ongoing |
| I.B.7 | Provide updates in the monthly progress reports                     | Ongoing |
| I.B.8 | Carpool permits                                                     | Ongoing |

### **I.C. Provide Vanpool Services**

Contractor is responsible for coordinating with Group 2 counties to implement subtasks 1 – 7 in Group 2 counties. Contractor is responsible for subtasks 1 – 7 in Group 3 counties. Contractor is not responsible for subtasks 1 – 7 in Group 1 counties for vanpools originating in or destined for Group 1 counties.

1. Meet vanpool formation targets detailed as proposed.
  - a. Employers,
  - b. General public services (e.g., events, calls, marketing, etc.),
  - c. Other Contractor ideas
2. Form new vanpools through mining the ridematch database.
3. Help vanpools comply with state law:
  - a. Monitor laws and regulations concerning Commuter Vanpools (Vehicle Code, bridge tolls, etc.)
  - b. Provide technical support to vanpools (e.g., checking/printing driver California DMV records);
  - c. Provide free MVR (Motor Vehicle Record) processing; provide sworn statement to qualified vans;
  - d. Provide full or partial reimbursement for medical examination for drivers of full-size (11-15 passengers) vans;
  - e. Provide free “511 Vanpool” vehicle signs/magnets that comply with state law.
4. Help existing vanpools stay in operation, including but not limited to database mining and working with vanpool vendors to assist vans “in crisis”
5. Within the RMS and by using the on-line vanpool driver tracking tool, maintain information about vanpools operating within the region, including coordinator, driver, origin, destination, intermediary stops, shift, van type, and legal compliance status. Identify TDM agency (ies) involved in initial vanpool formation (e.g., RRBP, county(ies), none).
6. Develop and maintain a clear vanpool service delivery partnership between the RRBP and Group 1 and Group 2 counties. The current partnership guidance is available in the Vanpool Services SOP on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.
7. Coordinate service delivery with vanpool vendors.

### **DELIVERABLES**

| <b>Task/Subtask</b> | <b>Deliverable</b>                               | <b>Frequency</b> |
|---------------------|--------------------------------------------------|------------------|
| I.C.1               | Outcomes for new vanpools formed (See Task IV.D) | Annually         |
| I.C.2               | Outcomes for vanpool fleet size (See Task IV.D)  | Ongoing          |
| I.C.3               | Emails or other communication to vanpools        | Annually         |

|       |                                                                                                                                                                                                                                  |                                                                                        |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
|       | about laws and regulations<br>DMV record checks/printouts<br>Motor Vehicle Record processing and statements<br>Full or partial reimbursement for medical examination for drivers of full-size vans<br>Magnetic 511 vehicle signs |                                                                                        |
| I.C.4 | Outcomes for vanpool fleet size (See Task IV.D)                                                                                                                                                                                  | Ongoing                                                                                |
| I.C.5 | Inventory of vans in formation stages<br>Vanpool fleet inventory and details by van<br>Vanpool O-D Matrix                                                                                                                        | Ongoing<br>Ongoing<br>Monthly                                                          |
| I.C.6 | Service delivery partnership agreements with Group 1 and Group 2 counties                                                                                                                                                        | Once, within 4 months of contract start, revisited annual or as conditions necessitate |
| I.C.7 | Service delivery partnership agreement with vanpool vendors                                                                                                                                                                      | Once, within 4 months of contract start, revisited annual or as conditions necessitate |

#### **I.D. Provide Telephone Services**

1. Follow the requirements of *Appendix A-5, 511 RRBP Telephone Services Requirements* in providing telephone services.
2. Answer all telephone carpooling and vanpooling-related information requests.
3. Answer all telephone bicycling information requests.
4. Answer all San Francisco, San Jose and Oakland International Airports requests for information about ground transportation services, on-airport public parking locations and rates, and public transit information, to and from the airports, including rates and shuttles to and from transit.
5. Provide telephone services for all modes of 511 for callers who speak English as a second language.
6. Automate as much information as possible by providing information on the 511 website and recorded information on the phone so that callers can obtain information when the lines are busy or when the office is closed.

#### **DELIVERABLES**

| <b>Task/Subtask</b> | <b>Deliverable</b>                                                                                                    | <b>Frequency</b> |
|---------------------|-----------------------------------------------------------------------------------------------------------------------|------------------|
| I.D.1               | Phone service delivered in compliance with requirements                                                               | Ongoing          |
| I.D.2 - 6           | Telephone staffing<br>Information recordings<br>Outcomes for commuter calls total and by request type (See Task IV.D) | Ongoing          |

### **I.E. Collect & Disseminate Bicycling Information**

1. Conduct a strategic review of current information provided via 511 Bicycling on the phone and the 511.org Bicycling website. Provide recommendations to enhance and improve the information provided via 511 Bicycling – both on the phone and the web.
2. Collect bicycling information for posting to the 511 website. Gather information from bicycle organizations, local jurisdictions and other appropriate sources to ensure that the RRBP has the most up-to-date and accurate information about bicycling resources.
3. Update website content on an on-going basis to provide fresh information, highlight different program features, inform users about regional and local program products, services, announcements, and links, and ensure the site is up-to-date.
4. Beginning in FY 2011-12, participate in training given by the MTC GIS staff to assume responsibility for maintenance responsibilities for the online BikeMapper.
5. Beginning in FY 2012-13, collect data from the nine counties about new bike facilities and update the regional BikeMapper network on an on-going basis.
6. Coordinate with the Bike to Work Contractor to gather updated annual event information to provide to the public via 511 Bicycling phone service. Provide links to the Bike to Work website throughout the 511 Bicycling website. (Bike to Work website is the responsibility of the Bike to Work Contractor.)

#### **DELIVERABLES**

| <b>Task/Subtask</b> | <b>Deliverable</b>                                                                                                                                     | <b>Frequency</b>                    |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| I.E.1               | Bicycle information delivery strategy                                                                                                                  | October 31, 2011<br>Update annually |
| I.E.2 & I.E.3       | Updated content posted to 511 bicycling website and made available via 511 phone Outcomes for Clients Placed and Vehicle Trips Reduced (See Task IV.D) | Ongoing                             |
| I.E.4               | Training sessions                                                                                                                                      | FY 2011-12                          |
| I.E.5               | Current and accurate BikeMapper                                                                                                                        | Ongoing starting FY 2012-13         |
| I.E.6               | Current and accurate Bike to Work Day event information provided on 511 Phone. Updated website links.                                                  | Annually                            |

### **I.F. Incident Preparation**

1. Maintain an inventory of “on-call” on- and off-street parking facilities that would provide additional temporary parking nearby regional transportation hubs and park and ride lots in the event of emergencies.
2. Maintain transportation emergency preparation information (i.e., the “Day 2” Emergency Toolkit), including the inventory of on-call parking facilities, contact information for the TDM Emergency Working Group, hard-copy transit information, shuttle provider information, etc. Maintain this information in both electronic and hard copies and distribute updates to TDM Emergency Preparation working group.

#### **DELIVERABLES**

| <b>Task/Subtask</b> | <b>Deliverable</b>                 | <b>Frequency</b> |
|---------------------|------------------------------------|------------------|
| I.F.1               | On-call parking facility inventory | Ongoing updates  |

|       |                           |                 |
|-------|---------------------------|-----------------|
| I.F.2 | “Day 2” Emergency Toolkit | Update annually |
|-------|---------------------------|-----------------|

**I.G. Respond to Incidents**

1. In the event of a major disruption to the regional transportation network, MTC may direct the Contractor to extend its telephone service hours, provide additional levels of information to the public, and/or coordinate additional parking and shuttle operations. Contractor shall not perform these services without prior approval from the MTC Project Manager.

**DELIVERABLES**

| <b>Task/Subtask</b> | <b>Deliverable</b>         | <b>Frequency</b> |
|---------------------|----------------------------|------------------|
| I.G.1               | Emergency response support | As needed        |

## **II. Employer Services**

### **II.A Conduct Employer Outreach**

Contractor is responsible for subtasks 1 – 11 in Group 3 counties. Group 1 and Group 2 Counties are responsible for subtasks 1 – 9 in their counties; Contractor is responsible for tasks 10 - 11.

1. Develop and implement an Account Rep training program; coordinate with and make the training available to TMAs and other partners; provide annual training updates. Train Contractor Account Reps.
2. Identify employers that do not have TDM programs or are not aware of the services provided by the RRBP and have reasonable potential for establishing effective TDM programs. Develop a list of employers to target and coordinate the list with the delegated counties to ensure the same employers are not solicited multiple times.
3. Encourage and assist employers that do not have TDM programs to implement programs at their worksites.
4. Work with employers that may already have TDM programs and assist them to improve the quality and substance of the products and services they offer.
5. Provide on-going communications to employers with TDM programs and those without programs, without over-investing in employers or markets with little potential result.
6. Provide employer transportation program case studies usable by employers.
7. Maintain an employer outreach database in accordance with the functional requirements described in *Appendix A-3, Database Management & Information Sharing Requirements*.
8. Provide database information to TDM Partners as directed by the requirements of *Appendix A-3, Database Management & Information Sharing Requirements*.
9. Maintain a database of TDM partners, including local, state and national TDM programs and services, and other consulting firms.
10. Provide web-based employer tools including, at a minimum, employer surveys and density maps. Provide compiled employer survey results.
11. Coordinate with counties to provide employer services. Coordinate with counties to promote 511 tools and services to employers (e.g., provide updates on new services, newsletter articles for distribution to employers, etc.).

## DELIVERABLES

| Task/Subtask | Deliverable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Frequency                     |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| II.A.1       | Training materials and training schedule                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | As needed                     |
| II.A.2       | Employer target market list                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Ongoing                       |
| II.A.3&4     | Outcomes for: <ul style="list-style-type: none"> <li>• Active employers</li> <li>• Total employer database size</li> <li>• Number of employer visits</li> <li>• Number of events conducted</li> <li>• Number of maintenance employers</li> <li>• Number of employer visits</li> <li>• Number of employees represented by active employers</li> <li>• Number of new TDM benefits implemented</li> <li>• Number of employees with access to new TDM benefits</li> <li>• Ridematching registrants from events</li> </ul> (See Task IV.D)<br>Employer action plans | Ongoing                       |
| II.A.5       | Communications materials                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Ongoing                       |
| II.A.6       | Case studies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Annually                      |
| II.A.7       | Employer outreach database                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Ongoing                       |
| II.A.8       | Employer outreach database reports                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Ongoing                       |
| II.A.9       | Coordinate with Group 1 and Group 2 counties                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Ongoing                       |
| II.A.10      | Employer surveys<br>Employer density maps<br>Report of services rendered                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Ongoing<br>Ongoing<br>Monthly |
| II.A.11      | Participation in coordination meetings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | As needed                     |

### **III. Renewable Services**

Tasks in Program Element III may be terminated by MTC at its sole discretion, beginning FY 12/13. MTC will provide the Contractor written notice of the task(s) to be terminated at least ninety (90) days in advance of the effective date. When notified, the Contractor is expected to wind down its activities under any terminated task so that no costs are incurred following the effective date, unless otherwise agreed to in writing by MTC.

#### **III.A. Collect Airport Information**

1. Collect the following information for the San Francisco, San Jose, and Oakland airports (Group 1 counties collect this information for the Sacramento Airport):
  - Ground transportation services
  - On-airport public parking locations and rates
  - Public transit information to and from airports, including rates
 (Information will be distributed on the phone per Task I.D)
2. Provide airport information collected and maintained in task III.A.1 to MTC for posting on 511.org.

| <b>Task/Subtask</b> | <b>Deliverable</b>                 | <b>Frequency</b> |
|---------------------|------------------------------------|------------------|
| III.A.1             | Airport transportation information | Weekly           |
| III.A.2             | Airport transportation information | Quarterly        |

#### **III.B. Marketing & Market Research**

The annual budget is not defined for III.B.1 and should be proposed by the proposer. The annual budget for task III.B.2 is defined in Section II.C of this RFP. Payment for Task III.B.2 will be either deliverables or time and materials based. The RRBP Contractor and MTC's General 511 Program Marketing Manager will mutually agree to payment terms for Task III.B.2 during negotiation of the annual implementation plan.

1. Provide ridesharing and bicycling marketing and communications to assist the RRBP meet proposed targets, including:
  - a. Develop annual draft and final rideshare and bicycle marketing plans and related budgets. The plans shall:
    - Utilize a variety of marketing strategies (e.g., advertising campaigns, partnerships, promotional contests) during the course of the year;
    - Propose goals, measurements and targets to determine the success of any campaigns or significant marketing strategies;
    - Be coordinated with the delegated counties' funding agreements, the RRBP TAC and/or marketing working group (sub-group of the RRBP TAC), and the general 511 program marketing plan;
    - Comply with Appendix A-2, RRBP Marketing & Customer Communications Requirements and MTC's 511 Brand Guidelines to raise awareness and prompt

- potential customers to action. (The 511 Brand Guidelines are posted on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.)
- b. Implement the annual approved marketing plan.
  - c. Produce materials as directed by the plan. Produce and provide electronic files for customization and use by county program partners.
  - d. Evaluate the effectiveness of rideshare and bicycling marketing promotion efforts against goals and targets, and identify lessons learned for future marketing efforts.
  - e. Manage Public Relations to support ridesharing and bicycling. Subject to MTC approval develop press kit copy, meetings with editorial boards and news directors, news releases, story placement with the regional and national news media, speech writing, project newsletters, news event planning, talk show bookings on TV and radio.
  - f. Attend MTC monthly marketing meetings to coordinate and provide input/feedback on the development/implementation of rideshare and bicycling campaigns.
2. Promote 511 services and tools, including 511 Phone, 511 Web and 511 Mobile (relevant modes) (i.e., “general 511 program marketing, communications, and market research services”) including:
- a. Develop draft and final general 511 program marketing plans per direction provided by the MTC General 511 Program Marketing Manager. The plans shall:
    - Include marketing campaigns, media buys, promotional messages, etc. as directed.
    - Be coordinated with the rideshare and bicycling marketing plan.
    - Include schedules, line-item budgets and identification of time and materials versus deliverables-based payments.
    - Include proposed goals, measurements and targets to determine the success of any campaigns or significant marketing strategies.
    - Comply with *Appendix A-2, RRBP Marketing & Customer Communications Requirements* and MTC’s 511 Brand Guidelines to raise awareness and prompt potential customers to action. (The 511 Brand Guidelines are posted on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.)
  - b. Implement the annual approved general 511 program marketing plan, for example 1) development, management, and execution of advertising and marketing campaigns; 2) execution of partnerships with other public agencies and private business; 3) identification of optimal distribution and/or advertising channels (print, television, radio, promotional collateral, online/mobile, and outdoor) and execution of a media buy plan based on attributes, market analyses, and cost effective use of available resources; and 4) development and maintenance of ongoing brand awareness activities, including street banners, brochures, and other signage.
  - c. Produce materials as directed by the plan, including conceptualization, design, and production of promotional messages and graphics for different types of media and collateral (including multilingual) based on the 511 Brand Guidelines, market analyses, and cost effective use of available resources.
  - d. Evaluate the effectiveness of general 511 program marketing promotion efforts against goals and targets, and identify lessons learned for future marketing efforts.

- e. Update and maintain regional transit information centers (RTICs). The RTICs are a series of informational display cases providing connecting transit information. Maintenance duties include but are not limited to the following:
  - Work with regional transit agencies to obtain updated maps, schedules, fare information, etc., for posting in the RTICs.
  - Proactively monitor RTIC content and coordinate with regional transit agencies to ensure information in the RTICs is current and accurate.
  - Post content in the RTIC cases and maintain the standard design framework for the contents.
  - Ensure that the RTIC display cases are clean, in working condition, and well maintained.
  - Maintain a system for version control to manage RTIC contents.
  - Maintain a log of RTIC updates, changes, and issues.
- f. Provide public and media relations assistance, as necessary, to MTC's Public Information Officers, including development of press kits, PSA's, news releases, and media outreach.
- g. Implement user satisfaction and general awareness research (e.g., annual surveys, Bay Area-wide public poll), as needed, to identify trends and areas for program growth and improvement.
- h. Attend MTC monthly marketing meetings, as needed, to coordinate and provide input/feedback on the development/implementation of general 511 program marketing campaigns.

### DELIVERABLES

| Task/Subtask | Deliverable                                                              | Frequency                                                                                                                                                                                 |
|--------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| III.B.1.a    | Annual Rideshare and Bicycle Marketing Plan                              | YR1 Draft: BAFO<br>YR1 Final: September 30, 2011<br>YR2 – 5 Draft: April 1 of each year<br>YR2 – 5 Final: June 1 of each year<br>Amend as requested by MTC during the course of the year. |
| III.B.1.b    | TBD per strategies in the approved plan                                  | Ongoing throughout the year                                                                                                                                                               |
| III.B.1.c    | Printed materials, web content, etc. per strategies in the approved plan | Ongoing throughout the year                                                                                                                                                               |
| III.B.1.d    | Marketing strategy evaluation reports                                    | Per the approved marketing plan                                                                                                                                                           |
| III.B.1.e    | Media kits, PSA's, news releases (draft & final), meetings, etc.         | As requested by MTC                                                                                                                                                                       |
| III.B.1.f    | Monthly marketing meeting attendance; materials requested for meetings   | Monthly                                                                                                                                                                                   |
| III.B.2.a    | Annual General 511 Program Marketing Plan                                | YR1 Draft: August 15, 2011<br>YR 1 Final: September 15,                                                                                                                                   |

|           |                                                                                                                   |                                                                                                                                               |
|-----------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
|           |                                                                                                                   | 2011<br>YR2 – 5 Draft: April 1 of each year<br>YR2 – 5 Final: June 1 of each year<br>Amend as requested by MTC during the course of the year. |
| III.B.2.b | TBD per strategies in the approved plan                                                                           | Ongoing throughout the year                                                                                                                   |
| III.B.2.c | Ad campaigns, brochures, street banners, signage, promotional giveaways, etc. per strategies in the approved plan | Ongoing throughout the year                                                                                                                   |
| III.B.2.d | Marketing strategy evaluation reports                                                                             | Per the approved marketing plan                                                                                                               |
| III.B.2.e | RTICs maintained per requirements                                                                                 | Ongoing                                                                                                                                       |
| III.B.2.f | Media kits, PSA's, news releases (draft & final), etc.                                                            | As requested by MTC                                                                                                                           |
| III.B.2.g | Surveys/polls                                                                                                     | As requested by MTC                                                                                                                           |
| III.B.2.h | Monthly marketing meeting attendance; materials requested for meetings                                            | Monthly                                                                                                                                       |

### **III.C. Maintain and Enhance the Ridesharing & Bicycling Websites**

1. Host the 511 rideshare website at a location that provides
  - 24/7 server operations monitoring.
  - Triple-redundant Internet connectivity.
  - Fastest-path routing on OC-3 to three carriers.
  - Flexible and expandable systems that change with demand.
  - Physically secure hosting space.
  - HVAC (heating/ ventilation/ air conditioning) with air purification and a consistent mean temperature of less than 72° F.
  - A local, fast hosting facility to minimize the number of “hops” required by San Francisco Bay Area residents to obtain an answer to any request.
2. Provide and update, as needed, a maintenance and hosting plan, as part of the IT SOP (Task IV.D.1), that will:
  - Be a system guide and user manual for the staff who will oversee the Rideshare Site's operation and
  - Describe the necessary procedures for keeping the system up and running over time, particularly as its user base expands
3. Assess and recommend whether the 511 Bicycling website, including the 511 BikeMapper, should remain in its current MTC server location, or whether the site should be moved and co-located with the Rideshare servers.
4. Monitor all activities of the Ridesharing and Bicycling websites:
  - a. Monthly user logs
  - b. System logs
  - c. Security logs

- d. Security and system updates, patches or innovations
  - e. Update system documentation
  - f. Etc.
- Report to MTC as appropriate and respond at the first indication of any trouble.
5. Provide an intuitive and easy-to-use enhanced content management system (CMS) to allow authorized users to manage website content. Provide documentation and training for use of the CMS.
  6. Maintain and enhance the Ridesharing and Bicycling websites within the 511.org web portal according to the requirements provided in *Attachment A-2, RRBP Marketing & Customer Communications Requirements*, and MTC's *511 Brand Guidelines* and *511 Web Toolkit*.
  7. Update the Ridesharing and Bicycling websites on an on-going basis to rotate site content, highlight key program features, inform users about regional and local program products, services, announcements, and links, and ensure the site is up-to-date.
  8. Provide input to MTC to develop the 511.org customer surveys if/when conducted by MTC. Review and help implement the survey.

#### **DELIVERABLES**

| <b>Task/Subtask</b> | <b>Deliverable</b>                                                                                                        | <b>Frequency</b>        |
|---------------------|---------------------------------------------------------------------------------------------------------------------------|-------------------------|
| III.C.1             | 511 Rideshare website that meets the requirements                                                                         | Ongoing                 |
| III.C.2             | Website and maintenance hosting plan included in the IT SOP (Task IV.D.1)                                                 | Once, updated as needed |
| III.C.3             | 511 Bicycling website server strategy                                                                                     | March, 2012             |
| III.C.4             | System reliability reports and monitoring status updates included in Monthly Progress Reports (Task IV.D.4)               | Monthly                 |
| III.C.5             | Content Management System (CMS)                                                                                           | Ongoing                 |
| III.C.6             | Website updates and enhancements<br>Outcomes for web user sessions and unique non-matchlist website users (See Task IV.D) | Ongoing                 |
| III.C.7             | Content for 511.org customer surveys                                                                                      | As needed               |

## IV. Program Planning

### IV.A. Provide Services from a Bay Area Office

1. Identify and lease office space located in the nine-county Bay Area to conduct the tasks outlined in this Scope of Work.
2. Staff the office from 8AM to 5PM Monday through Friday for all tasks except phone services, which will be offered as described in Task I.D. Provide Contractor holiday schedule to MTC at the beginning of each fiscal year.
3. Ensure that the necessary staff and ridematching database and system (to perform ridematching services) are fully operational by July 1, 2011.
4. Provide all necessary equipment (e.g., computers, software licenses, telephone system with voice menu and trunk-to-trunk transfer capabilities, etc.), facilities (e.g., office space) and furniture to carry out the program elements detailed in this RFP.
5. Maintain up-to-date RRBP equipment/property inventory. Provide sufficient information to track MTC's ownership rights for all equipment/property.

### DELIVERABLES

| Task/Subtask | Deliverable                                  | Frequency                                                                                                 |
|--------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------|
| IV.A.1       | Leased office space                          | Immediately after contract execution; ongoing thereafter                                                  |
| IV.A.2       | Staffed office                               | Immediately after contract transition; ongoing thereafter                                                 |
| IV.A.3       | Operational software and trained staff       | By July 1, 2011                                                                                           |
| IV.A.4       | Necessary equipment in place and operational | By July 1, 2011                                                                                           |
| IV.A.5       | RRBP equipment inventory                     | Inventory system in place within 60 days of notice to proceed.<br>Inventory updated on a continuous basis |

### IV.B. Support Transition of Contractors

If applicable, perform the following tasks at the start or end of the contract period(s).

1. Develop a transition plan describing the actions to be taken to ensure a smooth transition.
2. Work with former contractor to transition program services between contractors prior to the start of the first full fiscal year of the contract period, beginning on the date this contract is executed (approximately one month).
3. Assuming notice to proceed for the transition period by June 1, 2011, start independent operation of the RRBP on July 1, 2011, including, but not limited to, operation of the RMS compliant with *Attachment A-4, RRBP Ridematching System Requirements*.
4. At the end of the contract period, work with the next contractor to transition program services between contractors for a one- to two-month period prior to the start of the first full fiscal year of the next contract period.

5. Provide technical documentation and other program information requested by MTC to develop future RRBP procurements and transition services.

#### **DELIVERABLES**

| <b>Task/Subtask</b> | <b>Deliverable</b>      | <b>Frequency</b>                                    |
|---------------------|-------------------------|-----------------------------------------------------|
| IV.A.1              | Transition plan         | Once within 10 working days of transition period    |
| IV.A.2              | Transition meetings     | Ongoing during transition period                    |
| IV.A.3              | Fully trained staff     | By July 1, 2011                                     |
| IV.A.4              | Transition meetings     | Ongoing during transition period                    |
| IV.A.5              | Technical documentation | Developed and maintained throughout contract period |

#### **IV.C. General Program Deliverables**

1. Prepare a detailed Annual Implementation Plan prior to the start of each fiscal year (July 1) that includes:
  - Strategy for implementing all tasks and subtask and accomplishing program goals
  - Annual program targets and evaluation strategies
  - Proposed innovations and program modifications, including an overview of new technologies related to ridesharing and bicycling
  - Overview of new technology, its impacts on the RRBP, and how the RRBP will incorporate or coordinate such technologies,
2. Develop and maintain Standard Operating Procedures. The current program SOPs are available at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.
3. Develop and maintain customer communication materials (e.g., mailing envelopes, matchlist paper, purge materials)
4. Prepare and submit monthly invoices within 30 days of the end of the billable month. Invoices should include:
  - Annual budget by task,
  - Hours and dollars (by employee) billed for the current month by task,
  - Dollar amount invoiced to date by task,
  - Remaining budget,
  - Annual reconciliation
5. Submit monthly progress reports to MTC along with the monthly invoice. Each monthly progress report should be organized into sections per the Scope of Work Tasks and should include, but not limited to, the following information:
  - A description of the significant activities that occurred during the month;
  - A log of issues that occurred during the month, including how they were resolved and/or resolution strategies;
  - Budget concerns, such as the possible need for reallocation, potential cost overruns or cash flow problems;
  - An updated project schedule;

- A discussion about issues and successes with schedule adherence and strategies for maintaining schedule adherence;
  - DBE utilization;
  - Customer comment reports;
  - Summary and analysis of customer comment trends and themes;
6. Participate in TAC Meetings (~ 3 hours every other month in Oakland)
  7. Prepare items for review and discussion at the TAC as requested by MTC (e.g, summaries of deliverables, proposals, project updates)

#### **DELIVERABLES**

| <b>Task/Subtask</b> | <b>Deliverable</b>                                          | <b>Frequency</b>                                                                                                                                                                                                                                                                                  |
|---------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| IV.C.1              | Annual Implementation Plan                                  | YR1: Final (as described in BAFO)<br>YR2–5: Draft due one week prior to the May RRBP TAC meeting, each fiscal year<br>YR2-5: Final due within 10 working days of receipt of comments and direction from MTC on the draft (intended to be at least one month before the start of each fiscal year) |
| IV.C.2              | Standard Operating Procedures for all of the RRBP functions | YR1: Revise existing SOPs by September 30, 2011<br>Update annually                                                                                                                                                                                                                                |
| IV.C.3              | Customer communication materials (draft and final)          | On-going                                                                                                                                                                                                                                                                                          |
| IV.C.4              | Monthly invoices                                            | Monthly; within 30 days of the end of the billable month                                                                                                                                                                                                                                          |
| IV.C.5              | Monthly progress reports                                    | Monthly; with the monthly invoice                                                                                                                                                                                                                                                                 |
| IV.C.6              | TAC Meeting Participation                                   | Bi-Monthly                                                                                                                                                                                                                                                                                        |
| IV.C.7              | TAC memos with supporting documentation                     | Bi-Monthly – one week in advance of TAC meeting                                                                                                                                                                                                                                                   |

#### **IV.D. Program Evaluation**

As part of this procurement, MTC has not yet established targets for the contractual and non-contractual performance measures. Instead, as described in Section III.F.1 of the RFP, MTC expects that proposers should propose targets for the contractual and non-contractual performance measures described in Task IV.D. Proposers should describe how they will accomplish the required tasks and meet proposed program targets with sufficient detail to demonstrate a clear understanding of the task and its desired outcomes. The FY10-11 Program Targets are provided in the *FY 10-11 Implementation Plan* posted on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.

1. Work with MTC on an annual basis to negotiate and establish targets for the contractual and non-contractual performance measures.
  - Contractual performance measures and targets are included in the RRBP Contract, and the Contractor is contractually obligated to meet them. Failure to meet the targets can result in contract termination.
  - Targets set for the non-contractual performance measures help the RRBP Contractor manage its resources and develop its Implementation Plan. The RRBP measures and reports the outcomes, but not meeting the targets cannot result in contract termination.
2. Implement current calculation methodologies as described in *Appendix A-1, Program Evaluation Definitions* and the current Evaluation & Reporting Activities SOP (available on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>), or propose new ones, to calculate and report the following contractual and non-contractual performance measure outcomes on a monthly basis.
  - Contractual performance measures:
    - Clients Placed
    - Active Employers
  - Non-contractual performance measures:
    - New Ridematch Registrants
    - Average Annual Database Size
    - Follow-Up Customer Contact
    - New Vanpools Formed
    - Vanpool Fleet Size
    - Total Employer Database Size
    - Vehicle Miles Traveled (VMT) Reduced
    - Vehicle Trips Reduced (VTR)
    - Individual goals for General 511 Program Marketing campaigns, to be determined in the Annual Marketing Plan
    - Others developed over the course of the contract
3. Implement current calculation methodologies as described in *Appendix A-1, Program Evaluation Definitions* and the current Evaluation & Reporting Activities SOP (available on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>), or propose new ones, to calculate the following “tracking and monitoring” statistics on a monthly basis.
  - Cost per Client Placed
  - Cost per Vehicle Trip Reduced
  - Average Number of Names per Matchlist
  - Number of Maintenance Employers
  - New Employers Contacted/Added to Database
  - # of Employees Represented by Active Employers
  - Web User Sessions
  - Unique Non-Matchlist Website Users
  - New Matchlist Applicants via Web
  - Employees with Access to New TDM Benefits
  - Number of New TDM Benefits Implemented<sup>7</sup>

- Commuter Calls (Total and by Request Type)
  - Employer Visits
  - Events Conducted
  - Ridematching Registrants from Events
4. Conduct bi-annual clients placed survey and implement other strategies (e.g., vanpool database analysis) to update all factors needed to calculate outcomes (e.g., average mileage, number of days per year of use, etc.)
  5. Coordinate with county partners to collect and report outcomes for which counties are responsible. Compile county and Contractor statistics for presentation to MTC.
  6. Provide MTC with necessary calculations for TFCA (Transportation Fund for Clean Air) reporting and grant application. Coordinate annual program reporting to the BAAQMD (i.e., TFCA application process and report) with the county partners and use consistent reporting methodologies.
  7. Develop a methodology for evaluating and measuring bicycling information program outcomes in terms of clients placed and trip reduction. Following MTC approval, implement the strategy.
  8. Develop a methodology for evaluating and measuring SchoolPool program outcomes in terms of clients placed and trip reduction. Following MTC approval, implement the strategy.
  9. Evaluate and report on outcomes of individual marketing campaigns.
  10. Participate in an annual review of contractor performance, regional/local coordination, service coordination, and program focus.
  11. Participate in a performance audit of the program once during the contract period if MTC elects to conduct a program performance audit.

#### **DELIVERABLES**

| <b>Task/Subtask</b> | <b>Deliverable</b>                                                              | <b>Frequency</b>                                            |
|---------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------|
| IV.D.1              | Annual contractual and non-contractual performance measures targets             | Include in Annual Implementation Plan                       |
| IV.D.2              | Calculate progress and report in the Monthly Report Card                        | Monthly; submitted with monthly invoice                     |
| IV.D.3              | Calculate progress and report in the Monthly Report Card                        | Monthly; submitted with monthly invoice                     |
| IV.D.4              | Conduct Placement Survey<br>Provide Performance Calculations Summary in the SOP | Bi-annually<br>Annually                                     |
| IV.D.5              | Quarterly Rideshare & Bicycling Program Update                                  | Quarterly:<br>November 1<br>February 1<br>May 1<br>August 1 |
| IV.D.6              | TFCA Report<br><br>TFCA Grant Application                                       | Semi-annually: October, April<br>Annually: June 15          |
| IV.D.7              | Bicycle evaluation strategy                                                     | Once: October 31, 2011                                      |

|         |                                                                          |                                                                              |
|---------|--------------------------------------------------------------------------|------------------------------------------------------------------------------|
| IV.D.8  | SchoolPool evaluation strategy                                           | Once: October 31, 2011                                                       |
| IV.D.9  | Annual Marketing Plan Evaluation                                         | Monthly, included in monthly progress report and monthly program report card |
| IV.D.10 | Documentation requested by MTC to support the annual performance review. | Annually                                                                     |
| IV.D.11 | Documentation requested by MTC to support the RRBP Performance Audit     | Once in 5 Years                                                              |

## **V. New Project Responsibilities**

MTC may add Program Element V tasks and additional funding to support them to the RRBP Contract at the start of FY 2012-13 via contract amendment. This Program Element should not be included in the budget proposal.

### **V.A. Annual Bike to Work Promotion & Implementation**

1. Submit a plan describing how the RRBP Contractor would augment its team (e.g., subcontract, additional staffing) to carry out the following general scope of work:
  - Establish a TAC to provide strategic direction for the implementation of the annual Bike to Work event(s).
  - Coordinate with TAC to provide annual implementation plan for approval by MTC.
  - Reach out to employers to provide information on the event.
  - Promote and coordinate Bike to Work Day and Month event(s)
  - Development a Bike to Work website accessible from 511.org.
  - Provide summary report and presentation.
2. Following MTC's approval of the plan, develop and implement the annual implementation plan.

### **V.B. Climate Change Projects and/or Project Support**

For projects currently being piloted by grant recipients of MTC's Climate Change grant program that MTC deems successful:

1. Assume responsibility for and implement regionally.
2. Provide project support, including but not limited to employer outreach support to promote the program(s), or other promotional efforts.

## ***APPENDIX A-1, PROGRAM EVALUATION DEFINITIONS***

Additional information about program evaluation procedures is available in the current Evaluation & Reporting Activities SOP and recent program report, available on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.

### **511 Statistics**

Statistics submitted by 511 Contractors to MTC that track 511 outcomes. Some statistics are submitted weekly; others monthly.

### **Active Employers**

Employers that receive personal consultation from the RRBP within the month. Personal consultation may be in-person, over the phone or via e-mail. It requires contact beyond a general employer mailing or communication effort. The RRBP tracks active employers in its employer database and reports on the number of active employers.

### **Activity**

A strategy, method or process that allows the Contractor to achieve the required tasks.

### **Additional Vanpooler**

A new vanpool rider who, when joining a van, increases the number of net riders in the vanpool fleet. The new rider may have never been in a vanpool before or may be a return rider.

### **Average Annual Database Size**

The database size is the number of people enrolled in the ridematching database at any one time. This number varies during the course of the month as well as from month to month. The average database size is the average number of people enrolled in the database over a set period of time. The RRBP shall report the average database size for each month as well as annually. The annual average is one of the RRBP's non-contractual performance measures.

### **Clients Placed (Annual)**

Annual clients placed equals the annual placement rate multiplied by the number of people requesting matchlists, receiving matchlist updates, and receiving a follow-up phone call in the fiscal year, plus the number of people joining vanpools, based on the vanpool formation activity tracked by the RRBP. The annual number of clients placed is determined in the beginning of the following fiscal year, once a statistically significant placement rate for the year has been calculated.

### **Clients Placed (Estimated)**

The RRBP estimates the number of clients placed in the month using the same methodology described for annual clients placed, except that the placement rate from the prior fiscal year is used, because the current year's rate cannot be determined until the end of the year. Thus, the number of clients placed reported throughout the year is an estimate that is corrected at the end of the fiscal year.

**Clients Placed Survey**

A bi-annual survey of a sample of people in the ridematching database who requested a matchlist, received an updated matchlist, or received a follow-up phone call in the previous quarter. It is administered by the RRBP to determine placement rate.

**Contractual Performance Measures**

The contractual performance measures and targets are included in the RRBP Contract, and the Contractor is contractually obligated to meet them. Failure to meet the targets can result in contract termination. The two contractual performance measures are “clients placed” and “active employers.”

**Cost Per Vehicle Trip Reduced**

The total number of vehicle trips reduced by the program divided by the total program budget. The RRBP shall calculate the year-to-date cost per vehicle trip reduced on a monthly basis by assuming 1/12 of the project budget is spent each month.

**Customer Communications Materials**

Materials designed to update customer information, educate existing customers, or encourage continued behavior of existing customers.

**Follow-up Contact**

Contact with people already in the ridematching database to encourage them to generate another matchlist or form a carpool (e.g., tell them someone new has entered the database that matches their commute profile). Follow-up contact (for purposes of RRBP performance measures) does not include purge activities.

**Maintenance Employers**

Employers that received active assistance from the RRBP in the past or those that are interested in hearing about RRBP news and offerings, even though they have never received active assistance from the RRBP. A maintenance employer receives general employer mailings or e-mail updates on a periodical basis.

**Matchlist Update**

A revised matchlist that is either generated by the customer through the online system or generated by the RRBP for the customers. Matchlist updates are often prompted through the RRBP’s follow-up contact that occurs when a new person enters the database who was not on a client’s original matchlist.

**Monthly Report Card**

A chart produced monthly by the Contractor and given to MTC for distribution to the TAC that shows contractually required measurements, targets, and year-to-date progress toward meeting targets. It also shows non-contractual RRBP measurements and outcomes.

**Names Per Matchlist**

The average number of names of potential carpool/vanpool partners that appears on all matchlists produced during the course of the month.

**New Vans Formed**

The number of vanpools that went into service during the course of a designated time period that the RRBP had a direct hand in helping to form. The RRBP can take credit for any van formed if it performs at least one of the following steps:

- o Establish new driver,
- o Work with the driver, employer or database to find possible riders,
- o Provide the driver with posters, etc. to market the pool,
- o Working with the driver to find a vehicle,
- o Bring the driver and the possible riders together at a formation meeting,
- o Provide an incentive to the driver or passengers,
- o Provide technical support to the driver (e.g., medical exam)

**Non-Contractual Performance Measures**

Non-contractual performance measures have targets that help the RRBP Contractor manage its resources and develop its Implementation Plan. The RRBP measures and reports the outcomes, but not meeting the targets cannot result in contract termination.

**Placement**

A placement is “any change to a non-SOV commute mode within a specified period after service contact with the rideshare program.”<sup>1</sup>

**Placement (on-going)**

The commuter changed from driving alone to a non-SOV mode following service contact with the rideshare program and is still in the non-SOV mode at the time the monitoring survey is conducted.

**Placement (trial)**

The commuter tried a non-SOV mode following service contact with the rideshare program, but is no longer in the non-SOV mode at the time the monitoring survey is conducted.

**Placement (maintenance)**

The commuter changes carpool partners, changes from one non-SOV mode to another, or adds members to the carpool/vanpool.

**Placement Rate**

The placement rate indicates the percentage of 511 RideMatch Service registrants who are currently using or have tried ridesharing and other non-drive alone modes in the last three months. It is based on data collected during biannual surveys of registrants.

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<sup>1</sup> King, Michael & Barbara Alderson, “Rideshare Placement Measurement: A Proposed Standard Methodology,” Survey Research Center, California State University, Chico. June, 1995, page 3.

**Placement Rate (annual)**

The percentage of registrants who successfully find a match and begin/continue carpooling. The placement rate is compiled from two semi-annual surveys. The annual placement rate shall have a margin of error of +/- 5% at the 95% Confidence Interval.

**Quarterly Rideshare & Bicycling Program Update**

A monitoring report issued by the RRBP on a quarterly basis that is designed for an audience of Bay Area decision-makers.

**Ridematch Registrant**

A person registered in the ridematching database.

**Ridematch Registrant (new)**

A person who has entered the database within a designated period of time (e.g., the last month). A person can be counted as a new ridematch registrant, even if the person is in the database for only a short while (e.g., enters and deletes him/herself on the same day).

**Sale**

When an employer starts offering a product or service to its employees, or improves the quality of a service/product already provided, at the prompting of the RRBP. The RRBP may consider that it prompted the sale if it occurs within a designated time period following personal, written or verbal communication with the RRBP.

**Tracking and Monitoring Statistics**

Outcomes that the RRBP tracks and reports, but for which no targets have been established.

**Transportation Fund for Clean Air (TFCA)**

One of the RRBP's funding sources. TFCA funds are generated by a \$4 surcharge on vehicle registration fees. The fund is administered by the BAAQMD and is intended to fund projects that improve air quality.

**TFCA Application**

A grant application that MTC submits to the BAAQMD to receive program funding. In the past, MTC has applied annually; going forward, MTC hopes to be able to continue to apply for two years of funding every other year. Whether the applications continue to be annual or become bi-annual, the RRBP Contractor shall provide supporting documentation and program evaluations.

**TFCA Report**

An annual report to the BAAQMD, required as part of the funding agreement, compiled by the Contractor and MTC that explains the vehicle trips and vehicle miles traveled reduced by the RRBP.

**Vanpool Fleet Size**

The number of vans in the ridematching database.

**Vehicle Trips Reduced**

The number of vehicle trips eliminated from the roadways as a result of the number of vanpools formed by the RRBP and the number of placements made by the RRBP.

**Vehicle Miles Traveled (VMT) Reduced**

The number of collective miles that were not driven due to the vehicle trips eliminated by the RRBP's activities.

## ***APPENDIX A-2, RRBP MARKETING & CUSTOMER COMMUNICATIONS REQUIREMENTS***

This appendix:

- Directs the RRBP Contractor and any sub-contractors on how to use 511/511.org as the call-to-action throughout the SOW, but most applicable to Program Elements II and III;
- Provides the requirements for 511 marketing campaigns.

### ***1. 511 Call-to-Action***

Any marketing or outreach materials (e.g., newspaper ads, radio ads, billboards, employer packets, e-mails, etc.), whether implemented region-wide or within a targeted geographical area, shall direct consumers to 511 and 511.org as the starting point for obtaining transportation information. A unique look and feel may be used for any marketing activity in order to maximize the communication for that particular effort, but the *511 Brand Guidelines* (available on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>) shall be followed in the development of any/all marketing materials.

#### ***a. Phone Number Usage in Communications***

When using a phone number for the call to action, all marketing, outreach and public information materials produced or provided in whole or in part through the RRBP shall prominently display the 511 telephone number as the sole point of public telephone access to RRBP services in the nine counties, as described in the *511 Brand Guidelines*. No other phone numbers shall be used in marketing materials or other materials distributed to the public or employers. Personal contact phone numbers may be used when communications are needed with specific Contractor staff members (e.g., business cards for communications with employers, etc.). For approach for personal contacts, see item *f*, below.

#### ***b. Naming and Referencing the Program***

Contractor shall refer to the program as the “511 Rideshare,” “511 Bicycling,” “511 Ridesharing & Bicycling,” “511 Transit,” or “511 Traffic,” as appropriate, and as described in the *511 Brand Guidelines*. Contractor shall, whenever possible and appropriate, reference the fact that information about the program can be accessed by calling 511 or visiting 511.org. Contractor shall not use its name in marketing or representing the program, including in written materials, external communications and/or public relations efforts, in order to maintain the distinction between the Program and Contractor, unless otherwise approved by MTC, (e.g., exceptions have been made for Bike to Work materials due to the nature of the funding of this event). These materials include:

- 511 Rideshare Website (through 511.org)
- 511 Bicycling Website (through 511.org)
- 511 Transit Website (through 511.org)
- 511 Traffic Website (through 511.org)

- Marketing Collateral (e.g., brochures, flyers)
- Marketing Events (e.g., signage at employer fairs, booths at events)
- Employer Communications (e.g., letters or other correspondence with employers)
- Customer Communications (e.g., correspondence with people in the rideshare database)
- Public Relations and Press (e.g., press releases, interviews with the media)
- Any other external communications

*c. Referencing 511 in RRBP Communications*

Contractor shall use approved 511 logos from the 511.org web site in the 511 Web Tool Box. The selected Contractor will be provided with the link to the 511 Web Tool Box.

When referencing the 511 website, the call to action must be 511.org at all times. In special cases, more specific URLs may be used, as described in the *511 Brand Guidelines*, with permission of MTC.

When specifically referencing 511 phone, 511 must be the primary call to action. Additional information on how to specifically access the rideshare portion of the system can be added when necessary (i.e., “Say Rideshare”), or as described in the *511 Brand Guidelines*.

*d. Use of 511.org Feature Names, Services and Tools*

The 511 program has services, tools, or features that have been branded. Branded services, features and tools should not be changed without approval from MTC. Currently, the 511 BikeMapper, 511 Driving Times<sup>SM</sup>, MY 511<sup>SM</sup>, Predict-a-Trip<sup>SM</sup> are the branded services, but other tools, services or features may become branded in the future.

These features may change or MTC may wish to highlight new features or current events. Contractor shall ensure that the feature names used remain consistent throughout the Rideshare and Bicycling sites. Therefore, when new features are highlighted, Contractor shall coordinate with MTC to agree upon an official name for each new feature.

When referring to the larger suite of ridematching services, which include the Ridematch Service, Contractor shall use the phrase *511 RideMatch Service*.

When referring to the Regional Ridesharing & Bicycling Program and the services offered, Contractor shall use the term 511 Ridesharing & Bicycling Program, 511 Rideshare Program, or 511 Bicycling Program, as opposed to Contractor’s name.

*e. 511.org Ridesharing & Bicycling Websites*

Contractor must generally maintain the already-established format of the Rideshare and Bicycling websites, as detailed in the 511 web toolkit. Any changes to this existing format or content must be approved by MTC prior to implementation. MTC may elect to revise the overall 511.org look and feel. In this event, Contractor would be required to comply with any related revisions to the Rideshare and Bicycling pages.

Contractor shall propose any major website improvements in the Implementation Plan at the beginning of each fiscal year. Other major improvements that may arise during the course of the fiscal year must be approved by MTC prior to implementation.

*f. Employer Communications*

In situations where Contractor staff contacts employers or communicates with an individual or group on a frequent basis, it is permissible to provide direct contact information of the Contractor staff, in addition to 511 and 511.org, in order to ensure ease of communication. Staff information can be provided in the form of a business card, direct phone line or email information. For mailings to employers, any stationary used shall be 511 letterhead, to be created and printed by Contractor and included in the annual budget.

*g. 511 Call Center Communications*

Contractor shall not use its corporate name in representing the program. Contractor shall greet all 511 telephone callers (calls that are transferred to the contractor from the 511 phone system) with a phrase that includes “511”, “511 Rideshare” or “511 Bicycling”.

*h. Media Communications*

Contractor may be the primary point of contact with the media regarding the RRBP but will keep MTC informed of all media contact. Contractor shall refer media calls to MTC as appropriate.

The Contractor shall submit draft articles/press releases for review and approval by MTC’s RRBP Project Manager and MTC’s Public Information Officer prior to distribution to the media.

### ***APPENDIX A-3, DATABASE MANAGEMENT & INFORMATION SHARING REQUIREMENTS***

As required in Program Elements I and II, in order to provide accurate, comprehensive and coordinated information to the Regional Ridesharing & Bicycling Program's (RRBP) partner organizations (funding partners and designated local government-funded TDM programs) about employers and individuals interested in ridematching and other TDM products and services, Contractor will adhere to the following requirements for the employer and ridematching databases.

#### ***I. Employer Database***

Contractor will maintain a database of employers. This database will support the Contractor's employer outreach efforts and will contain employers located in Group 3 counties. The Employer Database includes contact information about employers interested in receiving information/calls from the Contractor regarding RRBP products and services. Group 1 and Group 2 counties will maintain separate databases to support employer outreach efforts in their respective counties.

##### ***A. Employer Database Content, Accuracy and Currency***

1. Contractor shall ensure that the contact information in the database is up to date and accurate through an annual updating process.
2. The following information shall be recorded in the database for each company:
  - a. Contact information, including Personal Contact information, including size of work force, title, address, phone number, fax number, email address and county.
  - b. The date an employer expressed interest in being in the database
  - c. The date(s) employer information is updated
  - d. What types of TDM programs/benefits the employer offers
  - e. The "sales" made by the Contractor to the employer
  - f. Notes about the employer's interest in increasing the number of employer TDM programs/benefits
  - g. Employer classification -- "not interested," "active," or a "maintenance" employer
  - h. Dates of all employer meetings/conversations
  - i. Any annual employer events
  - j. Any specific employer requests
  - k. Any other relevant information
2. No individual or company record will remain in the active employer database for longer than one year without a successful contact by Contractor. In addition to the annual purge, Contractor will purge the database of old records and correct inaccurate records based on information it receives through returned mail and e-mail and disconnected phone numbers on an on-going basis.

##### ***B. Employer Database Ownership and Availability***

MTC owns the information in the employer database but makes it available for use by government-funded local TDM programs in the nine-county Bay Area to promote local and regional TDM program services and incentives that mitigate the growth of traffic congestion and motor vehicle emissions. MTC will be responsible for coordinating and responding to all requests for information from the employer database. Contractor shall only share information in the Employer Database as directed by MTC.

## ***II. Ridematching Database***

The Ridematching Database contains contact information for commuters interested in 1) receiving matchlists from the Regional Ridesharing & Bicycling Program and/or 2) information/calls from the Regional Ridesharing & Bicycling Program and partner organizations regarding TDM products and services.

### ***A. Ridematching Database Content, Accuracy and Currency***

1. Contractor will maintain and enhance the Ridematching Database.
2. Contractor shall ensure that the contact information in the database is up to date and accurate. Contractor may use a variety of proposed methods to maintain the accuracy and currency of the ridematching database.
3. Contractor shall provide an off-site back-up copy of the database.

### ***B. Ridematching Database Ownership & Availability***

1. MTC owns the information in the employer database but makes it available for use by government-funded local TDM programs in the nine-county Bay Area to promote local and regional TDM program services and incentives that mitigate the growth of traffic congestion and motor vehicle emissions. Otherwise, ridematching customer information is confidential.
2. MTC will direct Contractor about whom they may share data. Generally, MTC will share data from the Ridematching System with other government-funded rideshare agencies for ridesharing purposes only. MTC will not share data from the SchoolPool System with anyone except the schools. Specific privacy rules are posted on the 511.org website and the Contractor shall adhere to the privacy policy. At the time of registration or through the registration materials, ridematching customers shall be informed of these policies. All relevant program materials, including the website and paper matchlist request forms, shall include the following policy statement to reinforce public understanding of the confidentiality policy:

Personal information will remain confidential and will be used only for ridesharing or bicycling purposes or 511 Rideshare/Bicycling campaigns that encourage the use of alternatives to driving alone. The 511 Ridesharing & Bicycling program does however, within the lawful limits of Title VI of the Civil Rights Act of 1964, as amended, reserve the right to refuse service to anyone. 511 Ridesharing & Bicycling provides access to its services to persons with disabilities. 511 Ridesharing & Bicycling is funded by the Federal Highway

Administration, U.S. Departments of Transportation, the Metropolitan Transportation Commission, and the Bay Area Air Quality Management District.

### ***III. Ridematching Database Reports***

Information in the ridematching database may be made available to entities through a series of (online and hard-copy) reports as follows:

1. Employee Transportation Coordinators (or designated TDM representative) at Registered Companies may receive a detailed listing of their employees that are active in the ridematching system.
2. TMAs or other Transportation Agencies may receive a detailed listing of employees or employers affiliated with the Transportation Management Agency (TMA).
3. The nine Bay Area County CMA representatives (Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano, and Sonoma) may receive the following qualitative information:
  - a. Detailed listing of applicants who live in county
  - b. Detailed listing of applicants who work in county
  - c. New applicants who live in county
  - d. New applicants who work in county
  - e. Vanpool trip details based on origin in county
  - f. Vanpool trip details based on destination in county

This information shall be provided quantitatively, in the monthly report to MTC. It will exclude detailed contact names/information.

Contractor will provide, on an as-requested basis, the above-listed eight reports to CMA representatives who will use the database information to enhance the ridematching services provided at the regional level and for informational purposes only. Entities that wish to have these reports provided on a monthly basis shall submit a request to MTC's Regional Ridesharing & Bicycling Program Manager. MTC will consider each request on an individual basis. If MTC approves the request, MTC will direct Contractor to provide requested reports monthly until otherwise notified.

Contractor will provide reports electronically in an MS Excel file to provide the greatest flexibility for the requestor.

3. Contractor will respond to local government-funded TDM program requests to distribute information about products, services and special campaigns that encourage the use of alternatives to driving alone to targeted groups of individuals in the ridematching database. Requests to distribute product, service and special campaign information to targeted individuals in the ridematching database will be coordinated through MTC's Regional Ridesharing & Bicycling Program Manager.

***APPENDIX A-4, RRBP RIDEMATCHING SYSTEM REQUIREMENTS***

1. The ridematching system's current functionality shall be maintained or improved.
2. Functionality shall include:
  - System shall be available through the Internet to provide self-serve, instant matchlists.
  - System shall allow online users to revise their own search parameters.
  - Online portion of the system shall have a secure log-in and protect individuals' personal information.
  - Online portion of system shall allow commuters to change or update their personal information in the database at any time.
  - System shall provide matchlists that show potential carpool, vanpool and bicycle partners.
  - Matchlists shall provide maps indicating approximate locations of matches.
  - System shall provide information about financial incentives offered by all agencies in the commuters' origin or destination regions.
  - System shall provide a range of remote access privileges to allow (at a minimum) the following groups to manipulate data without sacrificing data integrity or customer privacy:
    - County TDM Programs
    - Transportation Management Associations
    - Employers
  - System (potentially aided by additional reporting software) shall be capable of generating reports as described in *Appendix A-3, Database Management & Information Sharing Requirements*.
  - System shall be easily and cost-effectively enhanced to meet the program's changing needs and the needs of system users.
  - System shall be user friendly to both customers and administrators.
  - System's website interface shall be designed according to the 511 Web Tool Box and the 511 Brand Guidelines, available on MTC's website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>.
3. Contractor shall continue to operate the current software and lease the ridematching software license from Base Technologies unless and until MTC determines that another ridematching system shall be used by the RRBP. (MTC will make this determination based on the deliverable in Task I.A in *Appendix A, Scope of Work* and *Appendix A-3, Database Management and Information-Sharing Requirements*.)
4. The ridematching system shall remain available for commuters through the rideshare page of [www.511.org](http://www.511.org) ([www.511.org](http://www.511.org)). The look and feel of the online system shall meet the requirements of *Appendix A-2, RRBP Marketing & Customer Communications Requirements*.

## ***APPENDIX A-5, 511 RRBP TELEPHONE SERVICES REQUIREMENTS***

The following requirements apply to any telephone service, but apply most specifically to Tasks I.D, III.A, and IV.A.

### ***A. 511 System***

The Contractor shall coordinate with MTC and the 511 Traffic Contractor to maintain the series of voice “prompts” that instruct the caller on how to get information about rideshare (carpooling/vanpooling) and bicycling.

Rideshare and bicycling information can be accessed from the main menu by saying “Rideshare” or “Bicycling”, or by following the voice prompt for “Other Choices”.

Contractor shall propose floodgate messages for events, campaigns or other special announcements and coordinate with 511 Traffic Contractor to record and post such floodgate messages.

511 phone system is designed to be accessible to people with disabilities. RRBP Contractor shall provide accessible services (e.g., services for customers with hearing impairments) to callers who have requested transfers to the RRBP contact center.

### ***B. 511 Ridesharing & Bicycling Telephone Service Functions***

Contractor shall operate and maintain the following five telephone service functions of the 511 traveler information system:

1. Rideshare/Carpooling/Vanpooling: This includes all carpooling and vanpooling-related information requests.
2. Commuter incentives: This includes requests for information on financial incentives for not driving alone, such as the commuter tax benefit program, county incentive programs, etc.
3. Bicycling: This includes bicycling information requests.
4. Airports (for San Francisco, San Jose and Oakland International Airports): This includes requests for information about (a) ground transportation services, (b) on-airport public parking locations and rates, and (c) public transit information, to and from the airports, including rates and shuttles to and from transit. (Note this is a renewable service.)
5. Foreign Language Requests: Provide telephone services to - 511 callers who do not speak English, either by operators who are fluent in these languages or by a language translation service. Provide this service to all 511 callers, not just rideshare, bicycling and airport callers.

### ***C. 511 Rideshare Telecommunications***

1. At a minimum, Contractor shall provide and maintain 511 telephone services with voice menu and trunk-to-trunk transfer capabilities in order to offer live program information

Monday through Friday between 8 AM and 6 PM and recorded program information during non-business hours.

2. Contractor shall be able to transfer 511 customers back into the 511 system or directly to relevant partner agencies.

**D. Coordination with other 511 Contractors**

Contractor shall coordinate with MTC (and its other 511 contractors, as necessary) to maintain a 511 system that appears seamless to customers interested in obtaining regional rideshare, bicycling, airport or select foreign-language program services via the telephone. At a minimum, Contractor shall:

1. Review any updates to 511 prompts for the four telephone service functions for which Contractor is responsible (i.e., rideshare/carpooling/vanpooling, commuter incentives, bicycling, and airports) to coordinate and implement any necessary operational changes. Another 511 Contractor manages these updates. As an example, the current 511 prompt for “rideshare/carpooling/vanpooling” is: *“We have rideshare operators that provide information on carpooling, vanpooling, park and ride lots and much more. If you would like information specifically for Solano or Napa counties, say ‘Solano’ or ‘Napa’; otherwise, say ‘rideshare operator’.*
2. Provide “point-to telephone numbers” to which the 511 system will connect for each of the four rideshare telephone service functions.
3. Provide copies of voice menu system call flows and scripts developed for each of the 511 rideshare telephone services. Contractor shall develop and implement appropriate call flows and scripts for all applicable categories (e.g., during the day when customer may receive a “busy” signal, at night or on the weekends, holidays). As an example, a night-time script for “commuter incentives” could be: *“Thank you for calling 511 about Commuter Incentives. Our hours are 8:00 a.m. to 6:00 p.m., Monday through Friday. Please leave your message and contact information and a 511 rideshare or bicycling program representative will return your call the following business day.”*
4. Develop reporting capabilities that facilitate monitoring of the telephone system, including tracking customer usage (in each of the four rideshare telephone service areas) and quality of service (e.g., number of queued customers during normal hours of operation, etc.)

## ***APPENDIX A-6, COORDINATION WITH OTHER 511 CONTRACTORS***

MTC manages the 511 Traveler Information Program to provide coordinated information about the public's travel choices. The 511 Traveler Information Program is a partnership among MTC, Caltrans, the California Highway Patrol, and many of the region's transit and paratransit operators. The program provides traffic, transit, rideshare and bicycling information to the public by telephone via the federally dedicated information phone number (511) and on a website at 511.org. Additionally, a growing number of 511 services are also being launched using other dissemination channels (e.g., mobile website features, texting, development of application programming interfaces and select development of "apps.") Additional information is available at <http://www.511.org/about-511.asp>.

The selected RRBP Contractor must coordinate and collaborate with other 511 Program Staff and Contractors to perform many of its tasks. Specific needs may include, but are not limited to:

- Coordination with MTC's 511.org web contractor on website evaluation and website design. The web program contractor will be tasked to:
  - Support the conceptual design of pages and graphics for the 511 website, including redesign of existing pages or design of new pages and graphics, and
  - Assist in evaluation of ADA accessibility for proposed design changes.
- Coordination with MTC's 511 Traffic contractor on telephone functions to ensure consistency, where possible, of rideshare and bicycling information on 511 phone.
- Coordination and collaboration with MTC's contractors and MTC staff potential implementation of any real-time architecture related to ridesharing or bicycling and integration into the 511 ridesharing, bicycling and/or MY511 websites.
- Continued coordination with MTC's 511 Transit Contractor on co-location and maintenance of rideshare and transit servers; providing updated park & ride lot location information to transit contractor to enable transit trip itineraries to be created from the park & ride lot map; and providing updated bicycle parking information at transit stations for use on the 511 Transit website.

Information on 511.org is generally organized by mode and provided by multiple contractors as described below. The selected Contractor will coordinate with the other MTC 511 Program Contractors to deliver the 511 Program and present it to the public as a single, comprehensive service.

### **a. Traffic**

511 Traffic services are provided by the 511 Traffic Contractor (currently SAIC) and include information about traffic speeds, roadway incidents, construction activity and special events. Key traffic dissemination features include 511 Driving Times<sup>SM</sup>, which are point-to-point freeway driving times on select Bay Area freeways; historical driving times (Predict-a-Trip<sup>SM</sup>); and MY 511, which allows users to customize the traffic information they receive.

The Traffic Contractor operates the 511 Traveler Information Center (TIC) located at Caltrans District 4 Headquarters in Oakland. The TIC operates 24 hours a day, seven days a week to support the 511 phone and web systems. It is adjacent to the Caltrans Transportation Management Center (TMC).

The 511 Traffic Contractor maintains the 511.org Traffic website and the 511 phone system. The 511 phone system is an interactive voice response (IVR) system.

**b. Transit**

511 Transit services are provided by both the 511 Transit Contractor (SAIC) and the 511 Traffic Contractor (SAIC). SAIC collects, processes and disseminates transit schedule, route, fare and other information for all Bay Area transit operators on the transit.511.org website and also provides the 511 transit trip planner featured on the 511 website. The trip planner generates customized trip itineraries for travel on all major transit operators in the Bay Area. The Traffic Contractor is also responsible for collecting and disseminating real-time transit departure data. The 511 Transit contractor is also developing a multi-modal trip planner that will include comparisons of driving trips, transit trips and drive to transit trips. This contractor is also currently responsible for providing website features on mobile devices.

The 511 Traffic Contractor, through its responsibility for providing the 511 phone system, provides pre-recorded transit information, including current transit incidents and also transfers callers to transit operator information centers.

**c. 511.org Homepage**

The 511 web contractor will provide comprehensive design guidance for all other web pages and will help facilitate any needed coordination. The 511.org home page serves as a portal to each of the modal sister pages (Traffic, Transit, Rideshare, Bicycling), while also providing promotional space for 511 and other MTC operational programs, and current traffic conditions via a live traffic map. The 511 Traffic Contractor is responsible for providing, operating and maintaining the 511.org homepage servers.

***APPENDIX B, FORMAT FOR PRESENTATION OF PROJECT BUDGET BY YEAR***

**Proposed Budgets by Year for Project Elements I through IV (in 1,000s of Nominal \$)**

|   |                                                              | Transition<br>Period | FY11/12 | FY12/13 | FY13/14 | FY14/15 | FY15/16 | TOTAL    |
|---|--------------------------------------------------------------|----------------------|---------|---------|---------|---------|---------|----------|
| 1 | MTC Estimated Revenue                                        | \$100                | \$3,764 | \$3,697 | \$3,917 | \$4,002 | \$4,150 | \$19,629 |
| 2 | Funds Unbudgeted from Prior Year(s)                          |                      | \$0     |         |         |         |         |          |
| 3 | Additional Revenue to be Generated from Value-Added Services |                      |         |         |         |         |         |          |
| 4 | Total Estimated Revenue Available                            |                      |         |         |         |         |         | \$19,629 |
| 5 | Proposed Budget                                              |                      |         |         |         |         |         | \$       |
| 6 | Funds Unbudgeted                                             |                      |         |         |         |         |         | \$       |

- |   |                                                                      |                                                                                                                                                                       |
|---|----------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Estimated Revenue =                                                  | The amount MTC has budgeted for the project for the year.                                                                                                             |
| 2 | Funds Unbudgeted from Prior Years/Period =                           | The amount available from prior years as a result of proposing a budget (line 4) that is less than the estimated revenue (line 1) in the previous year(s).            |
| 3 | Additional Revenue to be Generated or Value of Value-Added Services= | An estimate of the amount of value generated by the proposed value-added strategies.                                                                                  |
| 4 | Total Available =                                                    | Sum of the MTC estimated project revenue (line 1), funds not budgeted in prior years (line 2), and additional revenue anticipated from revenue-generation strategies. |
| 5 | Proposed Budget =                                                    | Proposed cost budget for the fiscal year, including lump sum payments and enhancements.                                                                               |
| 6 | Funds Unbudgeted =                                                   | Total revenue available for the year (line 4) minus your team's proposed budget for the year. In no year, can this be less than zero.                                 |

***APPENDIX C, COST & PRICE FORMS***

Proposers must provide proposed annual cost and price forms for FY10-11 (or FY11-12 for the incumbent contractor) to FY15-16 and one cost and price form for the total five-year project term. To prepare the cost and price forms, MTC has posted the forms in Excel format for proposer use on MTC's website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>. A copy is included in this Appendix for your reference.

**APPENDIX C  
COST AND PRICE ANALYSIS FORM**

| <b>COST AND PRICE ANALYSIS - RESEARCH AND DEVELOPMENT CONTRACTS</b>                                                                                                                                                                                                                                                                                                       |  |                                                            |                         |                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------|-------------------------|--------------------------------|
| This form is to be used in lieu of FAA Form 3515 as provided under FAPR 2-16.260-2, it will be executed and submitted with proposals in response to "Requests for Proposals," for procurement of research and development services. If your cost accounting system does not permit analysis of costs as required, contact the purchasing office for further instructions. |  |                                                            | PURCHASE REQUEST NUMBER |                                |
| NAME AND ADDRESS OF OFFERER                                                                                                                                                                                                                                                                                                                                               |  | TITLE OF PROJECT<br>Regional Rideshare & Bicycling Program |                         |                                |
| DETAIL DESCRIPTION                                                                                                                                                                                                                                                                                                                                                        |  | ESTIMATED HOURS                                            | RATE/HOUR               | TOTAL ESTIMATED COST (Dollars) |
| 1. DIRECT LABOR(Specify)                                                                                                                                                                                                                                                                                                                                                  |  |                                                            |                         |                                |
|                                                                                                                                                                                                                                                                                                                                                                           |  |                                                            |                         |                                |
|                                                                                                                                                                                                                                                                                                                                                                           |  |                                                            |                         |                                |
|                                                                                                                                                                                                                                                                                                                                                                           |  |                                                            |                         |                                |
|                                                                                                                                                                                                                                                                                                                                                                           |  |                                                            |                         |                                |
| TOTAL DIRECT LABOR                                                                                                                                                                                                                                                                                                                                                        |  |                                                            |                         |                                |
| 2. BURDEN (Overhead-specify) Dept. or Cost Center                                                                                                                                                                                                                                                                                                                         |  | Burden Rate                                                | X BASE                  | BURDEN (\$)                    |
|                                                                                                                                                                                                                                                                                                                                                                           |  |                                                            |                         |                                |
|                                                                                                                                                                                                                                                                                                                                                                           |  |                                                            |                         |                                |
| TOTAL BURDEN                                                                                                                                                                                                                                                                                                                                                              |  |                                                            |                         |                                |
| 3. DIRECT MATERIAL                                                                                                                                                                                                                                                                                                                                                        |  |                                                            |                         |                                |
|                                                                                                                                                                                                                                                                                                                                                                           |  |                                                            |                         |                                |
|                                                                                                                                                                                                                                                                                                                                                                           |  |                                                            |                         |                                |
| TOTAL MATERIAL                                                                                                                                                                                                                                                                                                                                                            |  |                                                            |                         |                                |
| 4. SPECIAL TESTING (Including field work at Government installations)                                                                                                                                                                                                                                                                                                     |  |                                                            |                         |                                |
|                                                                                                                                                                                                                                                                                                                                                                           |  |                                                            |                         |                                |
|                                                                                                                                                                                                                                                                                                                                                                           |  |                                                            |                         |                                |
| TOTAL SPECIAL TESTING                                                                                                                                                                                                                                                                                                                                                     |  |                                                            |                         |                                |
| 5. SPECIAL EQUIPMENT (If direct charge - specify in Exhibit B on reverse)                                                                                                                                                                                                                                                                                                 |  |                                                            |                         |                                |
| 6. TRAVEL (If direct charge)                                                                                                                                                                                                                                                                                                                                              |  |                                                            |                         |                                |
| a. TRANSPORTATION                                                                                                                                                                                                                                                                                                                                                         |  |                                                            |                         |                                |
| b. PER DIEM OR SUBSISTENCE                                                                                                                                                                                                                                                                                                                                                |  |                                                            |                         |                                |
| TOTAL TRAVEL                                                                                                                                                                                                                                                                                                                                                              |  |                                                            |                         |                                |
| 7. CONSULTANTS (Identify - purpose - rate)                                                                                                                                                                                                                                                                                                                                |  |                                                            |                         |                                |
|                                                                                                                                                                                                                                                                                                                                                                           |  |                                                            |                         |                                |
|                                                                                                                                                                                                                                                                                                                                                                           |  |                                                            |                         |                                |
| TOTAL CONSULTANTS                                                                                                                                                                                                                                                                                                                                                         |  |                                                            |                         |                                |
| 8. SUBCONTRACTORS (Specify in Exhibit A on reverse)                                                                                                                                                                                                                                                                                                                       |  |                                                            |                         |                                |
| 9. OTHER DIRECT COSTS (Specify in Exhibit B on reverse - explain royalty costs, if any)                                                                                                                                                                                                                                                                                   |  |                                                            |                         |                                |
| 10. TOTAL DIRECT COST AND BURDEN                                                                                                                                                                                                                                                                                                                                          |  |                                                            |                         |                                |
| 11. GENERAL AND ADMINISTRATIVE EXPENSE (Rate % of item nos.)                                                                                                                                                                                                                                                                                                              |  |                                                            |                         |                                |
| 12. TOTAL ESTIMATED COST                                                                                                                                                                                                                                                                                                                                                  |  |                                                            |                         |                                |
| 13. FIXED FEE OR PROFIT (State basis for amount in proposal)                                                                                                                                                                                                                                                                                                              |  |                                                            |                         |                                |
| 14. TOTAL ESTIMATED COST AND FIXED FEE OR PROFIT                                                                                                                                                                                                                                                                                                                          |  |                                                            |                         |                                |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                              |                                    |                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------|------------------------------------|-----------------------|
| <b>15. OVERHEAD RATE AND GENERAL AND ADMINISTRATIVE RATE INFORMATION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                              |                                    |                       |
| <b>A. GOVERNMENT AUDIT PERFORMED</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  | <b>DATE OF AUDIT</b>                                                         | <b>ACCOUNTING PERIOD COVERED</b>   |                       |
| <b>B. NAME AND ADDRESS OF GOVERNMENT AGENCY MAKING AUDIT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | <b>C. DO YOUR CONTRACTS PROVIDE NEGOTIATED OVERHEAD RATES?( ) NO ( ) YES</b> |                                    |                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | <i>(IF YES, NAME AGENCY NEGOTIATING RATES)</i>                               |                                    |                       |
| <b>D. (If no Government rates have been established, furnish the following information)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                              |                                    |                       |
| <b>DEPARTMENT OR COST CENTER</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  | <b>RATE</b>                                                                  | <b>TOTAL INDIRECT EXPENSE POOL</b> | <b>BASE FOR TOTAL</b> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                              |                                    |                       |
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| <b>16. EXHIBIT A - SUBCONTRACT COSTS (If more space needed, use blank sheets, identify item number)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                                              |                                    |                       |
| <b>NAME AND ADDRESS OF SUBCONTRACTOR(S)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <b>SUBCONTRACTED WORK</b>                                                    | <b>SUBCONTRACT</b>                 |                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                              | <b>TYPE</b>                        | <b>AMOUNT</b>         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                              |                                    |                       |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                              |                                    |                       |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                              |                                    |                       |
| <b>17. EXHIBIT B - OTHER DIRECT COSTS (If more space needed, use blank sheets, identify item number)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                              |                                    |                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                              |                                    |                       |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                              |                                    |                       |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                              |                                    |                       |
| <b>CERTIFICATE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                              |                                    |                       |
| <p>The labor rates and the overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents: (a) that he __has, __has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, and (b) that he __has, __has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.</p> <p><i>For interpretation of the representation including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.</i></p> |  |                                                                              |                                    |                       |
| <b>NO. OF CONTRACTOR EMPLOYEES:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |                                                                              | <b>STATE INCORPORATED IN:</b>      |                       |
| <input type="checkbox"/> 500 AND UNDER <input type="checkbox"/> OVER 500<br><input type="checkbox"/> OVER 750 <input type="checkbox"/> OVER 1,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                              |                                    |                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                              |                                    |                       |
| <b>DATE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <b>SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR</b>        |                                    |                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |                                                                              |                                    |                       |

#### ***APPENDIX D, FORMAT FOR PRESENTATION OF PROJECT BUDGET BY TASK***

Proposers must provide annual cost proposals for FY11-12 to FY15-16. To prepare the cost proposals, MTC has prepared an Excel workbook of templates for proposer use that is available on MTC's website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>. MTC has not provided formulas in the excel worksheets. The workbook includes the following templates:

|          |                                  |
|----------|----------------------------------|
| Table A: | Project Budget by Task FY2011-12 |
| Table B: | Project Budget by Task FY2012-13 |
| Table C: | Project Budget by Task FY2013-14 |
| Table D: | Project Budget by Task FY2014-15 |
| Table E: | Project Budget by Task FY2015-16 |
| Table F: | 5-Year Project Budget By Task    |

Proposers may modify the templates to meet their needs, *but each cost proposal must include at a minimum the level of detail depicted in the templates*. For example, proposers could add rows to provide more detail at the task level or add notes, explanation, and assumptions.

Specifically, the Project Budgets by Task must show the:

- Fully loaded staff labor-hour budgets for the tasks in Project Elements I – IV and their resulting costs,
- Direct costs associated with the tasks, and
- Task-level detail as defined in the templates.

##### *Instructions for Completing Tables A - E:*

1. Complete one table per fiscal year (e.g., Table A for FY2011-12)
2. In the green cells, enter the names and firms of assigned personnel. If you have non-key personnel, enter the position name and indicate their firm. Columns may be added or deleted, as needed.
3. In the yellow cells, enter the fully loaded hourly rate (from *Appendix D-1*) of each corresponding personnel or position.
4. In the orange cells, enter the hours by task for each personnel or position.
5. In the "Team Labor Hours" column, sum the hours (orange columns) by task.
6. In the "Team Labor Cost" column, calculate the total labor cost of each task by multiplying the fully loaded hourly rates (yellow cells) by the budgeted hours for each personnel/position and summing.
7. In the blue area, enter the hardware, software, materials, travel and other direct costs by task under the appropriate column.
  - a. Include any markup/profit you will charge on direct costs in the column "Direct Cost Markup."
8. In the white subtotal (or sum) rows, enter the requested subtotal.
9. In the last row of Tables A through E, enter the totals of each column for the fiscal year. The total shall contain all costs for the project including overhead and profit.

##### *Instructions for Completing Table F: 5-Year Project Budget by Task*

Add the appropriate sums from Tables A-E in the appropriate column of Table F.

***APPENDIX D-1, RATE SHEET***

Instructions for completing *Appendix D-1, Rate Sheet*:

1. In the pink cell, enter the prime Contractor's name.
2. In the green cell, enter the name of the Project Manager.
3. Provide rates for all positions. In the "Name or position" and "Firm" columns, enter the name of key personnel or the position for non-key personnel and the corresponding firm. There are 15 rows for each fiscal year; additional rows may be added as needed.
4. In the blue cells, enter the salary, overhead, profit and all other costs included in the fully loaded hourly rate in the appropriate column.
5. Under the "Fully loaded hourly rate" column, enter the sum of the previous 4 columns.

**Note that formulas are not provided in the Excel version of the following table that is available on MTC's website at <http://www.mtc.ca.gov/jobs/contracts/rideshare.htm>. Proposers are encouraged to use formulas where appropriate.**

**APPENDIX D-1: RATE SHEET**

**Team:**

**Project Manager:**

| Proposed Hourly Rates by Year | Name or position (note 1) | Firm | Salary (hourly rate) | Overhead | Profit | Other (note 2) | Fully loaded hourly rate (note 3) |
|-------------------------------|---------------------------|------|----------------------|----------|--------|----------------|-----------------------------------|
| FY11-12                       | 1                         |      |                      |          |        |                |                                   |
|                               | 2                         |      |                      |          |        |                |                                   |
|                               | 3                         |      |                      |          |        |                |                                   |
|                               | 4                         |      |                      |          |        |                |                                   |
|                               | 5                         |      |                      |          |        |                |                                   |
|                               | 6                         |      |                      |          |        |                |                                   |
|                               | 7                         |      |                      |          |        |                |                                   |
|                               | 8                         |      |                      |          |        |                |                                   |
|                               | 9                         |      |                      |          |        |                |                                   |
|                               | 10                        |      |                      |          |        |                |                                   |
|                               | 11                        |      |                      |          |        |                |                                   |
|                               | 12                        |      |                      |          |        |                |                                   |
|                               | 13                        |      |                      |          |        |                |                                   |
|                               | 14                        |      |                      |          |        |                |                                   |
|                               | 15                        |      |                      |          |        |                |                                   |
| FY12-13                       | 1                         |      |                      |          |        |                |                                   |
|                               | 2                         |      |                      |          |        |                |                                   |
|                               | 3                         |      |                      |          |        |                |                                   |
|                               | 4                         |      |                      |          |        |                |                                   |
|                               | 5                         |      |                      |          |        |                |                                   |
|                               | 6                         |      |                      |          |        |                |                                   |
|                               | 7                         |      |                      |          |        |                |                                   |
|                               | 8                         |      |                      |          |        |                |                                   |
|                               | 9                         |      |                      |          |        |                |                                   |
|                               | 10                        |      |                      |          |        |                |                                   |
|                               | 11                        |      |                      |          |        |                |                                   |
|                               | 12                        |      |                      |          |        |                |                                   |
|                               | 13                        |      |                      |          |        |                |                                   |
|                               | 14                        |      |                      |          |        |                |                                   |
|                               | 15                        |      |                      |          |        |                |                                   |

| FY13-14 | 1  |  |  |  |  |  |  |  |
|---------|----|--|--|--|--|--|--|--|
|         | 2  |  |  |  |  |  |  |  |
|         | 3  |  |  |  |  |  |  |  |
|         | 4  |  |  |  |  |  |  |  |
|         | 5  |  |  |  |  |  |  |  |
|         | 6  |  |  |  |  |  |  |  |
|         | 7  |  |  |  |  |  |  |  |
|         | 8  |  |  |  |  |  |  |  |
|         | 9  |  |  |  |  |  |  |  |
|         | 10 |  |  |  |  |  |  |  |
|         | 11 |  |  |  |  |  |  |  |
|         | 12 |  |  |  |  |  |  |  |
|         | 13 |  |  |  |  |  |  |  |
|         | 14 |  |  |  |  |  |  |  |
|         | 15 |  |  |  |  |  |  |  |
|         |    |  |  |  |  |  |  |  |
| FY14-15 | 1  |  |  |  |  |  |  |  |
|         | 2  |  |  |  |  |  |  |  |
|         | 3  |  |  |  |  |  |  |  |
|         | 4  |  |  |  |  |  |  |  |
|         | 5  |  |  |  |  |  |  |  |
|         | 6  |  |  |  |  |  |  |  |
|         | 7  |  |  |  |  |  |  |  |
|         | 8  |  |  |  |  |  |  |  |
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|         | 11 |  |  |  |  |  |  |  |
|         | 12 |  |  |  |  |  |  |  |
|         | 13 |  |  |  |  |  |  |  |
|         | 14 |  |  |  |  |  |  |  |
|         | 15 |  |  |  |  |  |  |  |
|         |    |  |  |  |  |  |  |  |

| FY15-16 | 1  |  |  |  |  |  |  |  |
|---------|----|--|--|--|--|--|--|--|
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|         | 4  |  |  |  |  |  |  |  |
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|         | 6  |  |  |  |  |  |  |  |
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|         | 12 |  |  |  |  |  |  |  |
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|         | 14 |  |  |  |  |  |  |  |
|         | 15 |  |  |  |  |  |  |  |
|         |    |  |  |  |  |  |  |  |

- Note 1: If staff changes occur, the replacement staff must receive the same or lower salary.  
 Note 2: Bidders must specifically identify what constitutes any "Other" costs included in this column.  
 Note 3: Fully loaded hourly rate = Salary + Overhead + Profit + Other

***APPENDIX E, CALIFORNIA LEVINE ACT STATEMENT***

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado  
Tom Bates  
Dave Cortese  
Dean J. Chu  
Chris Daly  
Bill Dodd

Dorene M. Giacomini  
Federal D. Glover  
Scott Haggerty  
Anne W. Halsted  
Steve Kinsey  
Sue Lempert  
Jake Mackenzie

Jon Rubin  
Bijan Sartipi  
James P. Sperling  
Adrienne J. Tissier  
Amy Rein Worth  
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

## ***APPENDIX F, SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONTRACTOR AGREEMENT***

The selected contractor will be required to sign MTC's standard contractor agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONTRACTOR AGREEMENT SUPERSEDES THIS SYNOPSIS.

Termination: MTC may, at any time, terminate the Agreement upon written notice to Contractor. Upon termination, MTC will reimburse the Contractor for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Contractor. If the Contractor fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Contractor is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: See *Appendix F-1, Insurance Requirements*, attached hereto.

Independent Contractor: Contractor is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Contractor shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Contractor agrees to defend, indemnify and hold MTC, FHWA, FTA, and Caltrans harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Contractor in connection with the agreement. Contractor agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Contractor shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Contractor by MTC for use by the Contractor in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Contractor's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Contractor in the context of the Project shall be the property of MTC.

Ownership of Work Product: See Section V.1, Intellectual Property and Work Product Ownership Rights.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Contractor shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Contractor's Records: Contractor shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Contractor for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Contractor may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

### ***APPENDIX F-1, INSURANCE REQUIREMENTS***

**Minimum Insurance Coverages.** Contractor shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

|         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Yes (✓) | <b>Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| —       | <u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONTRACTOR is a sole proprietor with no employees.                                                                                                                                                                                                                                                                                                                                                                                                                     |
| —       | <p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal &amp; Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>MTC, FHWA, FTA, Caltrans and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.</p> |
| —       | <u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONTRACTOR and CONTRACTOR's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| —       | <u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| —       | <u>Errors and Omissions Professional Liability Insurance</u> in an amount no less than \$2,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONTRACTOR agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <u>Property Insurance</u> covering CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONTRACTOR shall also be liable for the deductible. |
| <p><b>Deductibles:</b> Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of MTC.</p> <p><b>Notice of Termination:</b> All CONTRACTOR policies shall provide that the insurance carrier shall give written notice to MTC at least 60 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to MTC and any other additional insured.</p> <p><b>Additional Provisions:</b> Each policy or policies of insurance described in <u>Commercial General Liability Insurance</u>, above shall contain the following provisions:</p> <ul style="list-style-type: none"> <li>• Inclusion of MTC, FHWA, FTA, Caltrans, their directors, commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.</li> <li>• Endorsement providing that such insurance is primary insurance and no insurance of MTC will be called on to contribute to a loss.</li> </ul> <p><b>Certificates of Insurance:</b> Promptly on execution of this Agreement and prior to commencement of any work hereunder, CONTRACTOR shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. CONTRACTOR agrees, upon written request by MTC, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.</p> <p><b>Disclaimer:</b> The foregoing requirements as to the types of limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to <i>Appendix F</i> (Indemnification).</p> <p><b>Subcontractor's Insurance:</b> Contractor shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Project Manager.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

**By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.**

|                               |  |
|-------------------------------|--|
| Representative Name and Title |  |
| Name of Authorizing Official  |  |
| Authorized Signature          |  |
| Date                          |  |

**NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.**

## ***APPENDIX G, FEDERAL REQUIREMENTS***

### **DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

1. Equal Employment Opportunity. Contractor shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Contractor non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Contractor may also be declared ineligible for further contracts with MTC.

Contractor and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor and its subcontractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions.

2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.
  - A. This Agreement is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.” Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
  - B. If the contract has an under-utilized DBE (UDBE) goal, the Contractor must meet the UDBE goal by using UDBEs as subcontractor or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the Contractor must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
    1. Black American
    2. Asian-Pacific American
    3. Native American
    4. Women
  - C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the **performance** of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Contractor to carry out

these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

## 2.1 Prompt Payment of Funds Withheld to Subcontractors

MTC shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime Contractor based on these acceptances. The prime Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Contractors and subcontractors.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

## 2.2 DBE Records

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Contract Manager.

1) Prior to the fifteenth of each month, the Contractor shall submit documentation to the MTC's Project Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

2) The Contractor shall also submit to the MTC's Project Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Contractor by the Agency's Contract Manager.

### 2.3 DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

### 2.4 Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers,

brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## 2.5 Performance of DBE Contractors and Other DBE Subcontractors/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
  - B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
  - C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.
- 3. Title VI of Civil Rights Act of 1964. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
  - 4. Debarment. In contracts over \$25,000, Contractor is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
  - 5. Audit and Inspection of Records. Contractor shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this

Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.

6. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the MTC and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the MTC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the MTC's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the MTC.
- D. Any substitution of subcontractors must be approved in writing by the MTC's Project Manager in advance of assigning work to a substitute subcontractor.

7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Contractor, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.

8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

- 9. Rights in Data. The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC or Contractor purchases ownership under this Agreement.
- 10. State Energy Conservation Plan. Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
- 11. Clean Air and Water Pollution Act. Contractor agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act

(42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

12. Restrictions on Lobbying. In agreements over \$100,000, Contractor is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

***APPENDIX G-1, CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS***

(Third Party Contracts and Subcontracts over \$25,000)

**Instructions for Certification:**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Date

---

(Signature of authorized official)

---

(Type/print name and title)

***APPENDIX G-2, CERTIFICATION OF RESTRICTIONS ON LOBBYING***

I, \_\_\_\_\_ hereby certify on behalf of \_\_\_\_\_ that:  
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

By \_\_\_\_\_ (signature of authorized official)

\_\_\_\_\_  
(title of authorized official)



**INSTRUCTIONS - LOCAL AGENCY PROPOSER- UDBE COMMITMENT  
(CONTRACTOR CONTRACTS) (Revised 03/09)  
ALL PROPOSERS:**

**PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive**

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the contractor contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime contractor and subcontractor certification numbers. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime contractor is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the contractor proposing. Also list a phone number in the space provided and print the name of the person to contact.

**For the Success Proposer only, local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

***APPENDIX G-4, EXHIBIT 10-02 LOCAL AGENCY PROPOSER DBE  
INFORMATION (CONTRACTOR CONTRACTS)***

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
| Agency: MTC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
| Location: 101 – 8 <sup>th</sup> Street, Oakland, CA 94607-4700                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
| Project Description: 511 Ridesharing & Bicycling Program                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
| Proposal Date:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                | Total Contract Amount:                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
| Proposer's Name:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
| CONTRACT<br>ITEM NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | DESCRIPTION OR SERVICES TO BE<br>SUBCONTRACTED | DBE Cert. No.<br>AND EXPIRATION<br>DATE | NAME OF DBEs<br>(Must be certified on the date bids<br>are opened - include DBE address<br>and phone number)                                                                                                                                                                                                                                                                                                                                                                  | PERCENTAGE OF<br>DBE |
| N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |
| <b>For Local Agency to Complete:</b><br><br>Local Agency Contract Number: _____<br><br>Federal Aid Project Number: _____ CA-90-Y555-00<br><br>Federal Share: _____<br><br>Contract Award Date: _____<br><br>Local Agency certifies that the DBE certification(s) has been verified and all information<br>is complete and accurate.<br><br><div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>Print Name _____</span> <span>Signature _____</span> <span>Date _____</span> </div> Local Agency Representative<br><br>(Area Code) Telephone Number: _____ |                                                |                                         | <div style="display: flex; justify-content: space-between; margin-bottom: 20px;"> <div style="text-align: center;">Total Claimed<br/>Participation</div> <div style="text-align: center;">\$ _____<br/><br/>_____%</div> </div> Signature of Proposer _____<br><br>Date _____ (Area Code) Tel. No. _____<br><br>Person to Contact _____ (Please Type or Print)<br><br><div style="text-align: center; margin-top: 20px;">Local Agency Bidder - DBE Commitment(Rev 3/09)</div> |                      |
| <b>For Caltrans Review:</b><br><br><br><br><br><br><br><br><div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>Print Name _____</span> <span>Signature _____</span> <span>Date _____</span> </div> Caltrans District Local Assistance Engineer                                                                                                                                                                                                                                                                                                            |                                                |                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                      |

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution.  
Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.  
(2) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION  
(CONTRACTOR CONTRACTS) (Revised 03/09)**

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the contractor contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime contractor. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime contractor's and subcontractors' certification numbers. The prime contractor shall indicate all work to be performed by DBEs including, if the prime contractor is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

**For the successful proposer, Local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

***APPENDIX G-5, UDBE INFORMATION—GOOD FAITH EFFORTS***

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

MTC established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 10% for this project. The information provided herein shows that a good faith effort was made.

Bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

| Publications | Dates of Advertisement |
|--------------|------------------------|
|              |                        |
|              |                        |
|              |                        |
|              |                        |

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

| Names of<br>UDBEs<br>Solicited | Date of<br>Initial<br>Solicitation | Follow Up<br>Methods and<br>Dates |
|--------------------------------|------------------------------------|-----------------------------------|
|                                |                                    |                                   |
|                                |                                    |                                   |
|                                |                                    |                                   |
|                                |                                    |                                   |
|                                |                                    |                                   |

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

| Items of Work | Bidder Normally<br>Performs Item<br>(Y/N) | Breakdown of<br>Items | Amount<br>(\$) | Percentage<br>Of<br>Contract |
|---------------|-------------------------------------------|-----------------------|----------------|------------------------------|
|               |                                           |                       |                |                              |
|               |                                           |                       |                |                              |
|               |                                           |                       |                |                              |
|               |                                           |                       |                |                              |

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

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Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

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- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

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- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

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- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

| Name of<br>Agency/Organization | Method/Date<br>of Contact | Results |
|--------------------------------|---------------------------|---------|
|                                |                           |         |
|                                |                           |         |
|                                |                           |         |

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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|                                   |  |
|-----------------------------------|--|
| Name of Proposing Company         |  |
| Signature of Authorizing Official |  |
| Date                              |  |

***APPENDIX H, REQUESTS FOR CLARIFICATIONS/EXCEPTIONS***

| <b>RFP<br/>Section</b> | <b>Relevant Provision</b> | <b>Requested Action</b> |
|------------------------|---------------------------|-------------------------|
|                        | 1.                        |                         |
|                        | 2.                        |                         |
|                        | 3.                        |                         |
|                        | 4.                        |                         |
|                        | 5.                        |                         |
|                        | 6.                        |                         |
|                        | 7.                        |                         |
|                        | 8.                        |                         |
|                        | 9.                        |                         |
|                        | 10.                       |                         |
|                        | 11.                       |                         |
|                        | 12.                       |                         |