

SCTA

sonoma county transportation authority

RCPA

regional climate protection authority



REQUEST FOR PROPOSALS

Real-time Ridesharing Pilot Program

PROVIDING AND CUSTOMIZING REAL-TIME RIDESHARING SOFTWARE FOR SONOMA, MARIN AND CONTRA COSTA COUNTY PILOT

SONOMA COUNTY

TRANSPORTATION AUTHORITY

490 Mendocino Avenue, Suite 206

Santa Rosa, CA 95401 (707) 565-5373

Key RFP Dates

Issued: July 14, 2011

Optional Letter of Interest: July 25, 2011

Pre-Submittal Meeting: July 26, 2011

Submit Proposals: August 23, 2011

Interview Dates: September 13–14, 2011

July 14, 2011

NOTICE OF REQUEST FOR PROPOSALS

REAL-TIME RIDESHARING PILOT PROGRAM

Providing and Customizing Real-time Ridesharing Software

The Sonoma County Transportation Authority (SCTA) invites proposals from qualified companies to provide and customize real-time ridesharing software, through iterative improvements, for SCTA's Real-time Ridesharing Pilot Program.

Proposals must be submitted at or before 5:00 p.m., Pacific Time, on August 23, 2011.

An electronic copy of the complete proposal should be emailed to:

Janet Spilman: webscta@sctainfo.org

Proposals, and amendments to proposals, received after the date and time specified will not be considered. Parties interested in obtaining a copy of this Request for Proposals should e-mail a request to webscta@sctainfo.org, call, or find online at www.sctainfo.org.

A pre-submittal meeting will be held at 3 pm on July 26, 2011 at the SCTA conference room to provide an overview of the SCTA's needs and expectations and to provide an opportunity to answer questions of applicants.

Those responding to the RFP will be required to comply with all applicable equal opportunity laws and regulations.

Sincerely,

Janet Spilman
Deputy Director of Planning and Public Outreach

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1. OVERVIEW

A. INTRODUCTION

The Sonoma County Transportation Authority (SCTA) has issued this Request for Proposal (RFP) with the intent to select a firm to provide and customize real-time ridesharing software for a pilot of the technology in Sonoma, Marin and Contra Costa counties. Real-time Ridesharing (RTR), also known as Dynamic Ridesharing, is defined in this instance as a service that enables a registered group of drivers and riders to share a ride with each other, with as little as a few minutes' notice and up to a few days' notice, using live communication technologies (e.g., via computers, smartphones, regular mobile phones, telephones, mobile apps, etc.).

It is the intent of the Authority to award a contract to the best-qualified firm that demonstrates the ability to provide and customize, through iterative improvements, the software required for a successful real-time ridesharing pilot.

Negotiations may or may not be conducted with respondents; therefore, the proposal submitted should contain the respondent's most favorable terms and conditions, because the selection and award may be made without discussion with any respondent.

The Authority reserves the right to reject any or all of the proposals, to investigate the qualifications of all proposers under consideration, to confirm any part of the information furnished by a respondent, or to obtain additional evidence of managerial, financial or other capabilities, which are considered necessary for successful performance under the contract.

B. BACKGROUND

In October 2010, MTC adopted Resolution No. 3925, Revised, awarding grants totaling \$33 million to 17 projects for its Climate Initiatives Competitive Grant Program to test innovative projects with the greatest potential to reducing greenhouse gas emissions and to replicate them on a larger scale around the region. Through this process, MTC awarded \$1.5 million to SCTA for a project entitled "Regional Dynamic Rideshare Pilot Program." The three entities identified in the grant application are SCTA, the Transportation Authority of Marin (TAM) and the Contra Costa Transportation Authority (CCTA); referred to hereinafter as the TEAM.

The range of approaches in applying real-time rideshare technology varies within each of the three counties. It is intended that this range of approaches will inform MTC and the region on the performance of a variety of strategies aimed at diverse user groups.

SCTA, as Congestion Management Agency (CMA) for Sonoma County, has assumed the role of Lead Agency for the Regional Dynamic Rideshare Pilot Program (referred to hereinafter as the PROJECT). As the Lead Agency for PROJECT, SCTA will procure Federal Congestion Mitigation and Air Quality Improvement (CMAQ) funds from the U.S. Department of Transportation (DOT) for SCTA to expend on the PROJECT in accordance with all applicable federal regulations regarding the transportation project development process.

CCTA and TAM have assumed the role of project sponsors. SPONSORS will work cooperatively with SCTA to implement the PROJECT and receive payment of CMAQ funds in accordance with all applicable federal regulations and this AGREEMENT.

PROJECT Goals

The goals of the RTR are to establish a system capable of significantly reducing fuel consumption and greenhouse gas emissions from transportation in the short-term, to demonstrate real-world success that supports long-term emission reductions and to offer a model that is replicable throughout the Bay Area.

The objective of the PROJECT is to deploy a smart phone application with ridesharing software that can match riders and drivers in as little as a few minutes or as much as a few days prior to travel. A successful pilot will result in mainstreaming RTR as an accepted mode of transportation.

While this pilot program specifically deals with real-time ridesharing, it is envisioned to ultimately integrate with other ride-matching services and alternative transportation programs to meet transportation needs throughout the Bay Area.

County-specific Target Populations

This pilot is envisioned as an umbrella program allowing for slight variation in each county to address specific target populations. However, the priority target groups in each county include college campuses, BART access sites where parking is limited, large employment centers and other affinity groups showing the highest promise to provide candidates to use and demonstrate the system.

Future use in MTC's Rideshare system

The 511 Rideshare program currently operates a ridesharing system that matches riders and drivers for planned carpool/vanpool trips. MTC wishes to learn whether and how the selected firm's system could (1) be integrated with MTC's current system, (2) replace the current system, or (3) serve as an alternative option.

The successful proposer will be required to work with the TEAM, including MTC's 511 Program staff, to define a business model (e.g., agreement with MTC, rider fees, etc.) that could be adopted regionally, after the pilot program has concluded. This business model may or may not be the same as the pilot program.

Funding and Duration of Contract

The TEAM is prepared to award a contract of up to \$150,000, for providing and customizing real-time ridesharing software through iterative improvements. In addition, the successful proposer shall contribute \$100,000 of matching funds or in-kind services for a total work effort of \$250,000. Vendor shall demonstrate to SCTA expenditure of in-kind matching funds through staff time or other related services to support implementation of the ridesharing program.

The total budget for the program, running from February 23, 2011 to February 22, 2013, is \$1,694,341. As part of the budget, considerable funds will be dedicated to incentives for pilot participants in each County. Outreach will be performed by TEAM staff, consultants, and or other available resources in each County, with limited support from MTC's 511 program and the 511 Contra Costa program.

The budget allocation on a per-county basis is shown below (as established in the Cooperative Agreement Between Sonoma County Transportation Authority and the Contra Costa Transportation Authority and the Transportation Authority of Marin):

	SCTA	TAM	CCTA	Total
CMAQ Funding	\$495,000 +\$150,000 shared costs = \$645,000	\$330,000	\$525,000	\$1,500,000
Local Match	\$73,982	\$37,851	\$60,218	\$172,050

C. ELIGIBILITY REQUIREMENTS

This RFP is open to any firm providing consulting services that complies with all conditions identified within this RFP and certifies in its cover letter that it meets the following conditions:

1. Is not in litigation adverse to SCTA or in other litigation that may have a significant and adverse impact on the ability to perform services for SCTA.
2. Does not represent clients in litigation adverse to SCTA or in other litigation that may have a significant and adverse impact on the ability to perform services for SCTA.
3. Has the resources and commitment to complete all components of the PROJECT in a timely manner, as outlined in the Scope of Work and also including, but not limited to, attending Board and advisory meetings of the SCTA. Firms that wish to provide less than the full scope of work may submit a letter of interest to be shared at the pre-submittal meeting on July 26, 2011.
4. SCTA requires that the professional who signs the proposal as the manager of the professional contract with SCTA, shall certify that he or she will be present at all meetings requested by SCTA staff members and will fully participate in the day-to-day management of the contract.

D. PROPOSAL REQUIREMENTS

The proposal should not exceed 25 pages (excluding cover letter, proposal cover, table of contents, forms and supplemental information, such as brochures and resumes). Formatting should be done using 8-1/2" X 11" pages with a minimum font size of 11.

Proposals shall be organized using the following format:

1. Cover Letter: Identify the prime consultant and describe any subcontract arrangements. Please identify the person who is authorized to negotiate, and indicate that the proposal represents a firm binding offer for 90 days. Responses should include the following information:
 - Consultant Name
 - Name and title of authorized representative
 - Address
 - Telephone Number
 - Fax Number
 - Email Address
2. PROJECT Understanding and Approach: Describe your vision for real-time ridesharing and how a successful system would work.
3. Qualifications: Describe your organization, including the qualifications of the prime consultant and any sub-consultants included in the proposal. Please provide evidence of experience in each of the areas identified in this proposal. Your proposal must specifically address how you would meet the following requirements:
 - (a) *Insurance*: Proposer must secure Commercial General Liability insurance covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate.
 - (b) *Indemnification*: The successful proposer must indemnify and release the TEAM from liability for the PROJECT, using the form of indemnity set forth in the standard SCTA Professional Services Agreement attached as Exhibit D.
 - (i) During the registration process, users must release the TEAM from liability and agree to hold the TEAM harmless.
 - (c) *Matching funds*: The PROJECT is funded through MTC's Climate Initiatives program using Federal Congestion Mitigation and Air Quality Improvement (CMAQ) funds. In order to leverage this considerable federal funding, the successful proposer will be required to provide non-federal matching funds in the amount of \$100,000. Non-Federal contributions may be in cash or in kind, fairly evaluated, including plant, equipment, or services. Amounts provided by the federal Government, or services assisted or subsidized to any significant extent by the Federal Government, shall not be included in determining the amount of such non-Federal contributions.

- (d) *Sustainability*: Provide a model for how the system could continue to operate after the conclusion of the pilot funding period (February 22, 2013), including how it would meet the following conditions:
- (i) Continue to operate the ride-matching software
 - (ii) Continue to perform any level of outreach
- (e) *Iterative Design*: Indicate ability to make additional software customization and change approaches to incentives and at various stages in the pilot. The successful proposer must show a willingness to refine their product as we go and devise new solutions when aspects of the pilot fail.
- (f) *Revenue*: Revenue sources are additional funding sources beyond the grant request that will be used to support the PROJECT. Describe anticipated revenues for the pilot from other funding sources besides the grant request.
- (i) *Proposer's funds*: Revenue generated from internal or local sources such as, but not limited to, other local or private grant awards and revenue generated from other internal activities. Specifically list each type.
 - (ii) *In-Kind*: This includes the monetary value of donated good and services, received from an outside third party, that directly benefit and are specifically identifiable to the PROJECT. Specifically list each type.
 - (iii) *Fares and fees*: Proposers should specify if there are plans to charge participants in the PROJECT, such as fees to join the PROJECT or transaction fees, including the anticipated revenues from any fares or fees collected from participants in the PROJECT. Specifically list each type.
 - (iv) *Other*: Include any other funding sources not identified above used to offset PROJECT expenses. Specifically list each type.
 - (v) *Reinvestment*: Indicate ability to reinvest a portion of revenue earned exclusively through the pilot and how that might be achieved during the PROJECT timeframe.
- (g) *Experience*: While real-time ridesharing is still an evolving software market, any experience will be considered in the evaluation of proposals. These include:
- (i) *Past Performance*: Describe the proposer's experience in real-time ridesharing software development, including revisions to software and usage statistics.
 - (ii) *Pilot Experience*: Indicate whether and where the proposer has launched or participated in a comparable program.
 - (iii) *Additional services/skills*: Detail any other skills or services the proposer believes will help ensure that this pilot is successful.

- (h) *Marketing*: Describe experience in marketing and provide any existing marketing materials for the software solutions used in the proposal.
- (i) Indicate ability to provide marketing services as part of the proposal (such as branding and outreach materials). Specify whether this would be within the project budget or an additional service in #7, below.
4. Key Staff: Identify all proposed key staff, including relevant experience. Include a statement that key members will not be removed or reassigned without prior approval of SCTA.
 5. Work Plan: Provide a proposed work plan to deliver the attached Draft Scope of Work and respond to requirements and desired features from the System Requirements (Exhibit A).
 6. PROJECT Schedule: Please identify PROJECT phasing schedules, major PROJECT milestones and deliverables, and key dates in the PROJECT schedule in accordance with the high-level project schedule provided in Exhibit A. Please also address the project goal of having 12 months of data from a functioning pilot by February 2013.
 7. PROJECT Budget: Please provide a PROJECT budget, showing the budget for each task in the proposed Work Plan. Include the number of proposed hours for each staff person and billing rates for each person. Identify overhead rates and all other applicable charges to program. Fixed costs should be separately identified and tallied.
 8. References: Provide at least three references (names, current phone numbers and email addresses) from recent relevant work (previous three years) for key staff members designated for the PROJECT. Include a brief description of the projects associated with the reference, and the role of the respective staff member.
 9. Professional Services Contract: The selected proposer must execute the SCTA's standard form of contract, a copy of which is attached as Exhibit D. Your proposal must specify any objections you have to the standard form of contract, and provide SCTA with alternative proposed language. *Matters not objected to by Consultant in its proposal will not be subject to later negotiation.* It is not SCTA's intention to make substantial changes to the standard SCTA contract.

E. APPENDICES

Information considered by proposers to be pertinent to the PROJECT, and which has not been specifically solicited in any of the aforementioned sections, may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

F. EXCEPTIONS/DEVIATIONS

State any exceptions to, or deviations from, the requirements of this RFP and segregate "technical" exceptions from "contractual" exceptions. If proposers wish to propose alternative approaches to meeting the SCTA's technical or contractual requirements, these should be thoroughly explained, referencing the relevant section(s) of the RFP.

2. INSTRUCTIONS TO PROPOSERS

A. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, proposer represents that they have thoroughly examined and become familiar with the work required under this RFP and that the firm is capable of performing quality work to achieve the SCTA's scope of work as set forth in Exhibit A.

B. ADDENDA

Any SCTA changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. SCTA will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of verbal instructions.

C. CLARIFICATIONS

1. Examination of Documents: All relevant documents pertaining to the Authority can be found at *www.sctainfo.org*.
2. Requests for Clarification
 - a. A pre-submittal meeting will be held on July 26, 2011 at 3 p.m. in the SCTA offices at 490 Mendocino Ave., Suite 206, Santa Rosa, CA. The intent of the pre-submittal meeting is to provide an overview of the SCTA's needs and expectations and to provide an opportunity to answer questions of applicants.
 - b. All questions must be put in writing and must be received by the Authority no later than 5 p.m. on July 26, 2011. Thereafter the Authority will enforce a Blackout period, see attached Blackout Notice (Exhibit B).
 - c. Any of the following methods of delivering written questions are acceptable as long as the questions are addressed to Janet Spilman, and are received no later than the date and time specified above:
 - E-Mail: webscta@sctainfo.org
 - U.S. Mail: Sonoma County Transportation Authority, 490 Mendocino Avenue, Suite 206, Santa Rosa, California 95401
 - Personal Courier: Sonoma County Transportation Authority, 490 Mendocino Avenue, Suite 206, Santa Rosa, California 95401

- Facsimile: The Authority's fax number is (707) 565-5370.
3. Authority Responses: Responses from the Authority will be posted on the SCTA website no later than 5:00 p.m. on August 2, 2011.

D. SUBMITTAL PROCEDURE

An optional letter of interest for all or a portion of the scope of work may be submitted in accordance with the following requirements:

1. The letter of interest shall be sent electronically to: webscta@sctainfo.org
2. The letter of interest must be received at the above address no later than 5:00 p.m. on July 25, 2011. Late letters of interest will not be accepted.
3. SCTA will share letters of interest with all proposers at the pre-submittal meeting on July 26, 2011.

The proposal shall be submitted in accordance with the following requirements:

1. The proposal shall be transmitted with a cover letter as described above.
2. The proposal shall be sent electronically to: webscta@sctainfo.org
3. The proposal must be received at the above address no later than 5:00 p.m. on August 23, 2011. Late proposals will not be accepted.
4. SCTA will notify proposers of its selection, or selection for interview, on or after August 30, 2011.

E. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by the proposer in:

1. Preparing a proposal in response to this RFP;
2. Submitting that proposal to SCTA;
3. Negotiating with SCTA any matter related to this proposal; or
4. Any other expenses incurred by proposer prior to date of award, if any, of the Agreement.

SCTA shall not, in any event, be liable for any pre-contractual expenses incurred by proposer in the preparation of a proposal. Proposer shall not include any such expenses as part of the proposal.

F. JOINT OFFERS

Where two or more proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. SCTA intends to contract with a single firm and not with multiple entities doing business as a joint venture.

Proposers wishing to provide fewer than the required number of services should submit a letter of interest to be shared with all members during the pre-bid meeting.

G. INSURANCE AGREEMENT PROVISIONS

The proposer must satisfy the insurance requirements of the proposed Agreement for Consulting Services. Please return the Insurance Questionnaire (Exhibit C) with the proposal.

The successful proposer will be required to adhere to the provisions, terms, and conditions of the attached Standard Agreement for Consulting Services (Exhibit D). Objections to any provisions must be identified in the proposal. No response will signify that the agreement is acceptable as written.

H. LEVINE ACT

The selected proposer will be required to disclose on the record any contribution of \$250.00 or more that they have made to an SCTA Board member within the twelve-month period preceding submission of the RFP. This applies to your company, any member of your staff, any agents for you or other staff members and to the major shareholders of any closed corporation, which is part successful proposal. If you have made a contribution which needs to be disclosed, you must provide written notice of the date, amount, and receipt of the contribution(s) in writing to the SCTA Executive Director, Suzanne Smith. This information will need to be provided before the SCTA can approve any contract.

I. RESPECT IN THE WORKPLACE

During the performance of services under an Agreement, the successful proposer and any and all sub-consultants shall not discriminate or permit harassing or discriminating behavior against any persons or group of persons whether on the basis of race, color, religion, age, national origin, ethnic group, gender, marital status, disability status, or sexual orientation. The successful proposer will comply with all applicable laws including the provisions of Executive Order 11246 as amended by Executive Order 11375 and as supplemented by Department of Labor regulations. The successful proposer and any and all sub-consultants shall take affirmative actions to ensure respect in the workplace and that applicants and employees are treated justly, without regard to their race, religion, sex, color, or national origin.

In the event the successful proposer or any sub-consultant fails to comply with this clause of an executed contract, said contract may be canceled, terminated or suspended, in whole or in part, and the successful proposer any and all sub-consultants may be declared ineligible for further contracts.

The successful proposer and any and all sub-consultants shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC §2000(d)) and the regulations of the Department of Transportation issued here under (49 CFR Part 21).

The successful proposer shall include the provisions of this section in any and all sub-agreements with sub-consultants to perform services under a contract with the SCTA.

J. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

This pilot will be partially funded with federal funds and is, therefore, subject to the Department of Transportation Disadvantaged Business Enterprise (DBE) regulations. Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the equal opportunity to participate in the performance of work resulting from the RFP. Any agreement resulting from this RFP will incorporate by reference the requirements of 49 CFR Part 26. Failure of the successful proposer and any and all sub-consultants to carry out these requirements will be considered a material breach of said contract, which may result in the termination of said contract or such other remedy as the SCTA deems appropriate.

Exhibit E, Disadvantaged Business Enterprise Information, outlines the successful proposer's responsibilities under the TEAM's DBE policy. Exhibit F, Federal Forms to be Submitted with Proposal, contains the forms that are required to be submitted with the proposal in order to comply with federal requirements.

K. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); and Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132), CONSULTANT agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, sex, discriminate or permit discrimination against any employee or applicant for employment.

L. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The successful proposer agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations. Accordingly, PROJECT 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. Refer to Section 255 of the Telecommunications Act of 1996 and Section 508 of the Rehabilitation Act of 1998 as a guideline for providing accessible services. It is the responsibility of the successful proposer to be familiar with these requirements and how they impact the delivery of PROJECT services. It is also the responsibility of the successful proposer to stay informed of any new acts/laws/regulations that govern accessibility so that the PROJECT can remain compliant with any new acts/laws/regulations.

M. STATE ENERGY CONSERVATION PLAN

The successful proposer 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).

N. DEBARMENT

The successful proposer certifies that neither it, nor any of its participants, principals or sub-consultants is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

O. CLEAN AIR AND WATER POLLUTION ACTS

The successful proposer 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).

3. PROPOSAL EVALUATION AND AWARD

A. QUALIFICATIONS

The proposal must demonstrate the proposer's qualifications as follows:

1. The administrative capacity to meet all reporting and auditing requirements associated with SCTA.
2. Experience in developing software for real-time rideshare matching and ability to customize, support and evolve the software throughout the duration of the pilot project.
3. The ability to coordinate effectively with the involved agencies.

B. SUBMITTAL EVALUATION AND AWARD

The Evaluation Committee will evaluate submittals and develop a ranking of the most qualified proposers.

Proposers *may* be invited to an interview to be scheduled for September 13-14, 2011. The Project Manager and key staff members are expected to attend the interview.

The SCTA reserves the right to select a proposal based solely on written submittals and not convene oral interviews. If oral interviews are necessary, the selected proposer(s) will be requested to make a formal presentation. The Evaluation Committee will recommend one proposer from those interviewed.

SCTA may, or may not, also negotiate contract terms with selected proposers prior to award, and expressly reserves the right to negotiate with several proposers simultaneously and, thereafter, to award a contract to the proposer offering the most

favorable terms to SCTA. Proposals submitted, therefore, should contain the proposers' most favorable terms and conditions, because the selection and award *may* be made without further discussion with any proposer. SCTA will submit the proposal considered to be the most competitive to the SCTA Board of Directors, for consideration and selection. The SCTA Board is required to approve the negotiated contract, although work may be initiated with a Notice to Proceed (NTP).

Acceptance of a proposal or other material during the selection process does not constitute a contract and does not obligate the SCTA to award funds. Funding is subject to final contract approval by the SCTA Board of Directors. SCTA reserves the right to reject any and all responses without penalty and to act in the best interest of the SCTA.

C. RESERVATION OF RIGHTS

The issuance of this RFP does not constitute an agreement by the SCTA that any contract will actually be entered into by the SCTA. The SCTA expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure,
- Reject any or all proposals,
- Reissue an RFP,
- Prior to the submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals,
- Procure any materials, equipment or services specified in this RFP by any other means, or determine that no project will be pursued.

All proposals submitted in response to this request shall be deemed public records. In the event that a Proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the Proposer to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. The SCTA will consider a Proposer's request for exemption from disclosure; however, the SCTA will make a decision based upon applicable laws. Assertions by a Proposer that the entire proposal or large portions are exempt from disclosure will not be honored. All responses to this Request for Proposals shall become the property of the SCTA and will be retained or disposed of accordingly.

The SCTA shall not be liable for any precontractual expenses incurred by any Proposer. The SCTA shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

All data and information furnished by SCTA or referred to in this RFP are furnished for the Proposer's convenience. The SCTA does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to its accuracy

or interpretation. Proposers shall satisfy themselves as to the accuracy or interpretation of all such information and data.

By submitting a proposal in response to this RFP, the proposer waives all rights to seek any legal remedies regarding any aspect of this RFP, the SCTA's selection of a consultant, and the SCTA's rejection of any and all proposals.

The SCTA also reserves the right to negotiate any price or provisions and accept any part, or all parts of any or all proposals, whichever is in the best interest of the SCTA or the TEAM.

D. NOTIFICATION OF AWARD

Proposers that submit a proposal in response to this RFP shall be notified by email regarding the proposer who was awarded the contract. Such notification will be made within three (3) days of the date the contract is awarded.

4. SCHEDULE

The following is a tentative PROJECT schedule:

Release RFP:	July 14, 2011
Pre-Submittal Meeting:	July 26, 2011
Proposals Due:	August 23, 2011
Interviews (if necessary):	September 13-14, 2011

5. EXHIBITS

- Exhibit A Draft Scope of Work and Schedule
- Exhibit B Blackout Notice
- Exhibit C Insurance Questionnaire
- Exhibit D Standard Agreement for Consultant Services
- Exhibit E Disadvantaged Enterprise Information
- Exhibit F Federal Forms to be Submitted with Proposal

EXHIBIT A: DRAFT SCOPE OF WORK AND SCHEDULE

PROVIDING AND CUSTOMIZING REAL-TIME RIDESHARING SOFTWARE

Using the specifications below, proposers must indicate with some detail whether and how the proposed solution meets each of the required system functions. The scope of work may be revised by the TEAM and successful proposer for inclusion in the eventual contract. Proposers that successfully demonstrate their ability to also meet the desirable features as listed below will be ranked higher in the evaluation.

Draft Project Schedule:

Months 1-4:

Beta Testing: Make customized software available to a select group of pilot participants (e.g., beta testers) at least three months before the planned launch.

Data Sharing: Work with the TEAM and evaluation partners to ensure that data from the pilot can be made available in the appropriate formats.

Software Update : Update customization of interfaces for public launch based on contract requirements and incorporate input from market research and beta testing.

Months 5-10:

Public Launch: It is required that customized software be ready for a public launch by the end of February 2012.

Software Update: Update software to include additional customization of interfaces and functionality based on real-world usage by month 10.

Evaluation: Provide trip data to evaluation partners after six months of real-world usage and collaborate to gather additional qualitative data from pilot participants.

Months 11-16:

Release Software Application: Release improved version that addresses users issues related to the release.

Evaluation: Provide trip data to evaluation partners after 12 months of real-world usage and collaborate to gather additional qualitative data for the final evaluation. Data shall be provided in a mutually-agreed-to readable format.

Month 17:

Transition: Implement any agreements regarding the transition of the pilot that were negotiated in the contract.

System Requirements:

1. *Real-time matching (required)*: Provide a service that is capable of allowing a registered group of drivers and riders to share a ride with a few minutes' notice using live communication technologies.
2. *Planned matching (required)*: Provide an interface for ridesharing within the system for sharing a ride with a few days' notice.
3. *Registration (required)*: Provide an interface for users to register for the system and create a profile.
 - a. *Screening (required)*: Indicate ability to work with the TEAM to develop and refine a method for screening users as part of the registration process. Any screening will be based on a number of criteria yet to be determined.
4. *Maximize participant base (required)*: Indicate the software and hardware required by participants and indicate how your approach would maximize the number of potential participants (based on software/hardware requirements) while still maintaining a real-time ridesharing experience as defined in this document.
5. *Liability (required)*: Reducing liability is an important feature of the real-time ridesharing software. Proposals shall include:
 - a. Identification of potential liability issues.
 - b. Potential solutions, including how such solutions could be integrated with the proposed software.
6. *Trip tracking (required)*: Provide an accurate calculation of VMT reduction and the resulting environmental benefits.
7. *Admin module (required)*:
 - a. Provide an easy way to enter (register) a commuter, run a match, or enter the user into promotions and/or view their commute logs.
 - b. Provide means to send emails/messages to individuals or all users in the system, as well as a specified group of users based on zip codes, counties, sub-region, record age, usage, etc.
 - c. Provide capability for administrators to run reports to support program evaluation as defined in #17, below.
8. *Incentive module (required)*: Incentive programs should be scalable and available to the general public or partner agencies as well as closed incentives available only by selected employers. The proposer shall provide reporting to the TEAM when participants have met requirements for incentives. In the case that some incentives are distributed through the system (e.g., ride credits) the proposer will manage distribution in coordination with the TEAM.
9. *Organization branded module (desired)*: Allow organizations to limit matches made by organization members to other members of the same organization. Similarly, allow employees to only match with other employees of the same

employer. Indicate the data required from organizations and employers in order to provide this functionality, as well as the administrative requirements.

10. **Integration (required)**: One of the goals of the Climate Change Initiatives Grant Program is to evaluate programs for their regional applicability beyond the pilot phase. The 511 Rideshare program currently operates a ridesharing system that matches riders and drivers for planned carpool/vanpool trips. MTC wishes to learn whether and how the selected proposer's system could (1) be integrated with MTC's current system, (2) replace the current system, or (3) serve as an alternative option. To do so, discussions with the selected proposer should take place at the beginning of this pilot program, so as to minimize efforts/costs to redesign or adapt the system for the 511 program at a later date. The following items are to be considered as part of requirement and design of the pilot system:

- a. *Define system integration architecture*: The successful proposer will discuss with the technical advisory committee, including MTC's 511 Program staff, how the selected system may operate/co-exist in the Bay Area with the existing 511 Rideshare Ridesharing System (e.g., one integrated dissemination system versus multiple independent dissemination systems with or without shared data, etc.)
- b. *Define schema and protocol for data sharing* (e.g., name, email, make/model): The successful proposer should work with the TEAM, including MTC's 511 Program staff, to establish a regional standard for rideshare data sharing (e.g., origin/destination, departure times, etc.)
- c. *Business model*: The successful proposer will be required to work with the TEAM, including MTC's 511 Program staff, to define a business model (e.g., agreement with MTC, rider fees, etc.) that could be adopted regionally, after the pilot program has concluded. This business model may or may not be the same as the pilot program.

11. **Data ownership and code (required)**:

- a. **Data** – Any and all data collected as part of this project will be the property of the TEAM and will be provided to funding agencies as required. Use of data beyond the scope of this project shall require approval from the TEAM.
- b. **Code** – The proposer is required to place the software code in escrow or propose an alternative to allow for the ability to transfer any code used by the system to a third party in the event that the proposer goes out of business or is otherwise unable to continue to provide services.

12. **Website (required)**: Develop and provide a website portal for the system that can be hosted on a single site or by "cloud" for all counties.

13. **Crowd-sourced rating system (desired)**: Provide a fair system where users can rate other users. Opinions on various implementations of this feature are welcome.

14. *Social networking (desired)*: Provide integration with online social networks (Facebook, LinkedIn, FourSquare, etc.) to grow the number of participants.
 - a. Allow registered users to see if they are connected to other registered users, either directly or via a common contact.
 - b. Allow registered users to invite friends to participate.
 - c. Allow registered users to create status updates visible to other registered users.
15. *Return transit matches (desired)*: Enable pilot participants receiving ride-matches to also see relevant transit options.
16. *Payment (required)*: Any transactions by pilot participants shall be via electronic payment or incentives.
 - a. *Optional payment (desired)*: Indicate ability to allow the driver to reduce or decline payment.
17. *Evaluation (required)*: Specify data to be collected and shared with evaluators as well as the TEAM.
 - a. Collect baseline commute data from participants during registration.
 - b. Collaborate with evaluation partners to provide a means to survey select group of users in order to rate their satisfaction with the program features and service quality.
 - c. Collaborate with evaluation partners to generate online attitudinal survey, capture data, export results, and basic reporting.

EXHIBIT B: BLACKOUT NOTICE

Following the Pre-Submittal Meeting scheduled on July 26, 2011, the Executive Director hereby directs all personnel associated with the Sonoma County Transportation Authority (Authority) to refrain from communicating with prospective proposers and to refer all inquiries to the Executive Director or other authorized representative. This procedure is commonly known as a "blackout notice."

Proposers shall refrain from contacting members of the SCTA Board of Directors regarding this RFP and any staff or board members from the Transportation Authority of Marin and Contra Costa Transportation Authority. Any party attempting to influence the RFP process through ex parte contact may have their proposal rejected.

The notice may be issued in any format (e.g., letter or electronic) appropriate to the complexity of the RFP.

Blackout notices are not intended to terminate all communication with proposers. Contracting officers should continue to provide information as long as it does not create an unfair competitive advantage or reveal proprietary data.

EXHIBIT C: INSURANCE QUESTIONNAIRE

Organization Name: _____ Telephone: _____

Address: _____

Contact Person: _____

Workers' Compensation

Do you have limits as required by the Labor Code of the State of California?

General Liability Insurance

Existing Limits: _____

If your existing limits are less than required by SCTA, what limits can/will you obtain for this contract?

Automobile Liability Insurance

Existing Limits: _____

If your existing limits are less than required by SCTA, what limits can/will you obtain for this contract?

Professional Liability Insurance

Existing Limits:

If your existing limits are less than required by SCTA, what limits can/will you obtain for this contract?

EXHIBIT D: STANDARD AGREEMENT FOR CONSULTANT SERVICES

FORM OF AGREEMENT FOR SOFTWARE CONSULTANT SERVICES

This Agreement is made by and between _____
(hereinafter referred to as “CONSULTANT”), and the Sonoma County Transportation Authority (hereinafter referred to as “SCTA”).

RECITALS

WHEREAS, the Metropolitan Transportation Commission (hereinafter “MTC”) has developed a Climate Initiatives Competitive Grant Program to test innovative projects with the greatest potential to reducing greenhouse gas emissions and to replicate them on a larger scale around the region; and

WHEREAS, MTC has awarded \$1.5 million for a project entitled “Regional Dynamic Rideshare Pilot Program”, now known as the Real-Time Ridesharing Pilot project (hereinafter the “PROJECT”); and

WHEREAS The project will be implemented in Sonoma , Marin and Contra Costa Counties in partnership the Transportation Authority of Marin (TAM) and the Contra Costa Transportation Authority (CCTA), referred to hereinafter as the “TEAM”; and

WHEREAS, the SCTA, has assumed the role of Lead Agency for the Project; and

WHEREAS, SCTA will procure Federal Congestion Mitigation and Air Quality Improvement (CMAQ) funds from the U.S. Department of Transportation (DOT) for SCTA to expend on the PROJECT in accordance with all applicable federal regulations regarding the transportation project development process; and

WHEREAS, SCTA intends to select a firm to provide and customize real-time ridesharing software for a pilot of the technology in Sonoma, Marin and Contra Costa counties; and

WHEREAS, Real-time Ridesharing (RTR), also known as Dynamic Ridesharing, is defined in this instance as a service that enables a registered group of drivers and riders to share a ride with each other, with as little as a few minutes’ notice and up to a few days’ notice, using live communication technologies (e.g., via computers, smartphones, regular mobile phones, telephones, mobile apps, etc.); and

WHEREAS, it is the intent of the Authority to award a contract to the best-qualified firm that demonstrates the ability to provide and customize, through iterative improvements, the software required for a successful real-time ridesharing pilot.; and

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants contained herein, CONSULTANT and SCTA mutually agree as follows:

AGREEMENT

1. GENERAL PROVISIONS

1.1 SCOPE OF SERVICES: SCTA retains CONSULTANT to perform the services specified in the Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference, according to the schedule set forth in Exhibit B, attached hereto and incorporated herein by this reference. CONSULTANT shall work closely with SCTA staff in the performance of all work pursuant to this Agreement.

1.2 PERFORMANCE STANDARD: CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT's profession. If SCTA determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, SCTA, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with SCTA to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work at no additional charge until it is satisfactory; or (c) terminate this Agreement pursuant to paragraph 4.2; or (d) pursue any and all other remedies at law or in equity.

1.3 ASSIGNED PERSONNEL: CONSULTANT shall assign only competent personnel to perform work hereunder. In the event that at any time, and for any reason, SCTA desires the removal of any person or persons assigned by CONSULTANT to perform work hereunder, CONSULTANT shall remove such person or persons immediately upon receiving written notice from SCTA.

1.4 KEY PERSONNEL:

(a) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by SCTA to be key personnel whose services were a material inducement to SCTA to enter into this Agreement, and without whose services SCTA would not have entered into this Agreement. CONSULTANT shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SCTA. With respect to performance of work under this Agreement, CONSULTANT shall employ the following key personnel:

- _____
- _____

(b) In the event that any of CONSULTANT'S personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of CONSULTANTS'S control, CONSULTANT shall be

responsible for timely provision of adequately qualified replacements. All replacement personal shall be subject to the approval of SCTA.

2.COMPENSATION:

2.1 PAYMENT FOR CONSULTANT'S SERVICES: For all services required hereunder (including without limitation, all tools, equipment, labor, supplies, subcontracts, subconsultants, supervision, and materials), CONSULTANT shall be paid for salary expenses in accordance with the hourly rates specified in Exhibit C, attached hereto and incorporated herein by this reference, and for non-salary expenses in accordance with paragraph 2.2; provided, however, that the total sum of such costs shall not exceed _____. The hourly rates specified in Exhibit C shall cover all salary-related costs, including, without limitation, salary, fringe benefits, overhead, and profit.

2.2 PAYMENT FOR CONSULTANT'S NON-SALARY EXPENSES: Subject to paragraph 2.1 above, actual cost of non-salary expenses provided by CONSULTANT, incurred directly for the Project, shall be reimbursed in accordance with usual and customary rates. Such expenses are limited to the following:

- a. Services directly applicable to the Project, such as special consultants, commercial printing, and binding.
- b. Identifiable reproduction services applicable to the Project such as printing of drawings, photostating, multilithing, printing, and similar services.
- c. Identifiable communication services such as long-distance telephone, telegraph, cable, express services and postage other than for general correspondence.
- d. Reasonable and necessary living and traveling expenses of employees when away from home office on business directly connected with the Project.
- e. Automobile expenses per the current Caltrans Travel Guide for Non-Represented Employees.

2.3 PAYMENT PROCEDURE FOR CONSULTANT'S SERVICES: SCTA shall make payments to CONSULTANT on the basis of CONSULTANT's invoice to SCTA for work performed. CONSULTANT shall submit an invoice to SCTA on a monthly basis which shall contain the following information: A) the amount of the current billing and a description of the associated work performed during the period, including the status of all deliverables; B) the total amount of the previous bill; C) the total-to-date billings; D) the estimated percentage of work completed on a task-by-task basis; and E) such other information as SCTA deems necessary. Within fifteen (15) business days following receipt of the invoice, SCTA shall determine whether CONSULTANT has satisfactorily performed the work identified in the invoice. If SCTA determines that CONSULTANT has not satisfactorily performed such work, SCTA shall inform CONSULTANT in writing of such fact and may proceed pursuant to paragraph 1.3. Subject to the

provisions of paragraph 4, SCTA shall cause payment to be made to CONSULTANT within thirty (30) business days following SCTA's determination that CONSULTANT has satisfactorily performed the work for which CONSULTANT has invoiced SCTA.

2.4 COMPLIANCE WITH FEDERAL CONTRACT COST PRINCIPLES AND PROCEDURES:

CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items. CONSULTANT further agrees to comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

2.5 COSTS DETERMINED BY SUBSEQUENT AUDIT TO BE UNALLOWABLE:

Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, are subject to repayment by CONSULTANT to SCTA.

3. TERM OF AGREEMENT: The term of this Agreement shall be _____ from the date of execution of this contract by SCTA unless terminated earlier in accordance with the provisions of paragraph 4 below.

4. TERMINATION:

4.1 TERMINATION WITHOUT CAUSE: At any time and without cause, SCTA, in its sole discretion, shall have the right to terminate this Agreement by giving CONSULTANT ten (10) business days written notice of termination. In such event, as full payment for all services hereunder, SCTA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination. Such payment shall be made in the manner provided in paragraph 4.3.

4.2 TERMINATION FOR CAUSE: Should CONSULTANT fail to perform any of its obligations hereunder, within the time and in the manner provided herein, or otherwise violate any of the terms of this Agreement, SCTA may terminate this Agreement immediately by giving CONSULTANT written notice of termination, stating the reason for termination. In such event, as full payment for all services hereunder, SCTA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination, less the amount of damage, if any, sustained by SCTA by virtue of CONSULTANT's breach of this Agreement. Notwithstanding any other provision of this agreement, such

payment shall be limited to an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; and further provided that in the case of termination for cause, SCTA shall deduct from the sum otherwise due Consultant the amount of damage, if any sustained by SCTA by virtue of CONSULTANT'S breach of this Agreement. Such payment shall be made in the manner provided in paragraph 4.3.

4.3 DELIVERY OF WORK PRODUCT AND FINAL PAYMENT UPON

TERMINATION: In the event of termination, CONSULTANT shall, within ten (10) days following the date of termination, deliver to SCTA all materials subject to the provisions of paragraph 16 and submit to SCTA an invoice for work performed and reimbursable expenses incurred up to the date of termination. The invoice shall contain the information specified in paragraph 2.3. Upon receipt thereof, SCTA shall determine whether CONSULTANT has satisfactorily performed the work and properly incurred the reimbursable expenses identified in the invoice and cause payment to be made to CONSULTANT for that portion of such work and such reimbursable expenses that SCTA determines CONSULTANT has satisfactorily performed or properly incurred, within the limitations set out in paragraph 4.2.

5. INDEMNIFICATION: CONSULTANT agrees to accept responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless, and release SCTA and Caltrans, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including CONSULTANT, arising out of or in connection with the negligent performance or willful misconduct of CONSULTANT hereunder, whether or not there is concurrent negligence on the part of SCTA and Caltrans, but excluding liability due to the sole or active negligence or due to the willful misconduct of SCTA and Caltrans. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONSULTANT or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, CONSULTANT shall be liable to SCTA and Caltrans for any loss or damage to SCTA and Caltrans property arising from or in connection with CONSULTANT'S negligent performance or willful misconduct hereunder.

6. INSURANCE: With respect to the performance of work hereunder, CONSULTANT shall maintain, and shall require all of its subcontractors, subconsultants, and other agents to maintain, insurance as described below:

6.1 Workers' Compensation Insurance: Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

- (1) “This policy shall not be canceled or materially changed without first giving thirty (30) days’ written notice of cancellation to SCTA.”

6.2 General Liability Insurance: Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- (1) “Sonoma County Transportation Authority, its officers and employees, and the State of California, its officers and employees, are named as additional insureds for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.”

- (2) “The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company’s liability.”

- (3) “The insurance provided herein is primary coverage to the Sonoma County Transportation Authority with respect to any insurance or self-insurance programs maintained by SCTA.”

- (4) “This policy shall not be canceled or materially changed without first giving thirty (30) days’ written notice of cancellation to SCTA.”

6.3 Automobile Insurance: Automobile liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

- (1) “This policy shall not be canceled or materially changed without first giving thirty (30) days’ written notice of cancellation to SCTA.”

6.4 Professional liability insurance: Professional liability insurance for all activities of CONSULTANT arising out of or in connection with this Agreement in an amount no less than two million dollars (\$2,000,000.00) combined single limit

for each occurrence. Said policy shall be endorsed with the following specific language or contain equivalent language in the policy:

- (1) "This policy shall not be canceled or materially changed without first giving thirty (30) days' written notice of cancellation to SCTA."

6.5 Documentation: The following documentation shall be submitted to SCTA:

- (1) Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to SCTA's execution of this Agreement.
- (2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of SCTA's execution of this Agreement.
- (3) Upon SCTA's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of SCTA's request.

6.6 Policy Obligations: CONSULTANT's indemnification and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach: If CONSULTANT, for any reason, fails to maintain the insurance coverage required by this Agreement, the same shall be deemed a material breach of contract. SCTA, in its sole discretion, may terminate this Agreement pursuant to the provisions of paragraph 4.2 and obtain damages from CONSULTANT resulting from said breach. Alternatively, SCTA may purchase the required insurance coverage, and without further notice to CONSULTANT, SCTA may deduct from sums due to CONSULTANT any premium costs advanced by SCTA for such insurance. These remedies shall be in addition to any other remedies available to SCTA.

7. PROSECUTION AND PROGRESS:

CONSULTANT shall be authorized to proceed with the performance of this Agreement upon the issuance by SCTA's Executive Director of written Notice to Proceed. Performance of the services hereunder shall be completed within the times or by the dates specified in Exhibit B. SCTA shall notify CONSULTANT in writing of any event requiring CONSULTANT to stop work hereunder. Upon receipt of such notice, CONSULTANT shall immediately stop work and shall not resume work until notified in writing by SCTA. CONSULTANT shall be responsible for managing contract time and completing all deliverables specified in Exhibit A within 420 Calendar Days after receiving the written Notice to Proceed.

7.1 CRITICAL PATH METHOD PROGRESS SCHEDULE: The CONSULTANT shall submit to SCTA practicable critical path method (CPM) progress schedules (hereinafter “Schedule”) in conformance with this agreement.

Schedules shall show the order in which CONSULTANT proposes to complete the agreement with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. CONSULTANT is responsible for assuring that all activity sequences are logical; that sufficient time is provided to complete each deliverable, including sufficient review times by SCTA, Caltrans, and other agencies; and that each schedule shows a coordinated plan for complete performance of the deliverables.

Schedules shall include, but not be limited to, applicable activities that show the following:

- (1) salient features, or interfaces, including those with outside entities, that could affect time of completion;
- (2) the Notice to Proceed, the scheduled completion date, and milestone deliverables; and
- (3) development, delivery, review and approval of each deliverable.

Schedule activities shall include the following:

- (1) a clear and legible description;
- (2) start and finish dates;
- (3) a duration of not less than one working day, except for event activities;
- (4) at least one predecessor and one successor activity, except for the Notice to Proceed and finish milestones;
- (5) logical restraints;
- (6) codes for responsibility; and
- (7) deliverable task numbers.

CONSULTANT shall develop and submit to SCTA an initial baseline, monthly update and final update schedules, consistent in all respects with the time and order requirements specified in the agreement. The initial baseline schedule shall be submitted within 30 calendar days of the Notice to Proceed. Monthly updates shall be submitted at each monthly progress meeting after submittal of the baseline schedule. Any revision to time and/or scope of the agreement shall be documented in the next monthly schedule update, subject to acceptance by SCTA. The final update shall be submitted with 30 days of acceptance of the final deliverable.

SCTA shall review schedules and shall notify CONSULTANT of unacceptable schedules, in writing, within 30 calendar days of receipt. All other schedules will

be considered accepted. SCTA's review and acceptance of schedules shall not waive any contract requirements and shall not relieve CONSULTANT of any obligation thereunder or responsibility for submitting complete and accurate information. Errors or omissions on schedules shall not relieve the Contractor from finishing all deliverables within the time limit specified for completion of the Agreement. If, after a schedule has been accepted by SCTA, either CONSULTANT or SCTA discover that any aspect of the schedule has an error or omission, it shall be corrected by CONSULTANT on the next update schedule. Failure to submit a required schedule or if a schedule indicates a late completion date, SCTA may deduct anticipated liquidated damages from payments due the CONSULTANT pursuant to paragraphs 2.6 and 7.5.

7.2 DELAYS IN GENERAL: If the schedule's critical path is delayed by unforeseen events beyond the control of CONSULTANT, such delays will entitle CONSULTANT to an extension of time pursuant to paragraph 7.4. Such unforeseen events shall be limited to earthquakes, floods, high waters, or other Acts of God, or strikes, lockouts, or other similar labor disturbances, or other specific events that are beyond the control of CONSULTANT and which CONSULTANT could not have reasonably foreseen or guarded against.

7.3 DELAYS CAUSED BY SCTA, CALTRANS, FHWA, OR OTHER REVIEWING AGENCIES OR RESPONSIBLE PARTIES: If the schedule's critical path is delayed by events caused solely by the action or inaction of SCTA, Caltrans, FHWA, other regulatory agencies reviewing CONSULTANT's work, or other responsible parties such delays will entitle CONSULTANT to an extension of time pursuant to paragraph 7.4. The CONSULTANT shall notify SCTA of the delay within 15 calendar days of the beginning of the delay pursuant to paragraph 9. Said notice shall describe, to the fullest extent possible at the time of the notice, the events leading up to the delay, the extent of the delay, options to mitigate the delay, and the potential effect of the delay on completion of the schedule.

7.4 EXTENSIONS OF TIME: Extensions of time, when granted by SCTA, shall be based upon the effect of the delay on the schedule's critical path. SCTA shall extend the time for CONSULTANT's performance of this Agreement by a number of days equal to the number of days the schedule's critical path has been delayed. However, if an activity's duration or the schedule logic can be modified to mitigate the delay, mitigation shall be considered, in lieu of an extension of time. SCTA will be the sole judge as to the appropriateness of time mitigation and/or a time extension.

7.5 LIQUIDATED DAMAGES: CONSULTANT and SCTA agree that SCTA's actual damages, in the event that CONSULTANT does not submit within the time allowed in paragraph 7.3 all the deliverables called for by this Agreement in Exhibit A, would be extremely difficult or impracticable to determine. Therefore, the parties agree that the sum of four thousand dollars (\$4,000.00) per day shall be deducted from CONSULTANT's compensation as liquidated damages for each calendar day or portion thereof that the deliverables designated in Exhibit A

is delayed beyond the time of delivery provided for in this Agreement, not including any day for which CONSULTANT has been granted an extension of time pursuant to paragraph 7.4. CONSULTANT and SCTA agree that SCTA may deduct any actual or anticipated liquidated damages due SCTA from the amounts otherwise due CONSULTANT. The amount of liquidated damages provided in this paragraph is not intended to include any damages incurred by SCTA for reasons other than delay in the timely submission of deliverables called for by this Agreement. SCTA shall be entitled to claim against and recover or deduct from such sums otherwise due CONSULTANT its actual damages arising out of such other reasons.

8. CHANGES: Extra or changed work may be authorized in writing by SCTA's Executive Director, subject to the following limitation: work authorized by the Executive Director may not exceed either ten thousand dollars (\$10,000.00) in cost and thirty (30) calendar days per task; and shall not exceed an overall cap for the term of the contract of twenty-five thousand dollars (\$25,000.00) in cost and seventy-five (75) calendar days. Any extra or changed work beyond the scope of the Executive Director's authority may be authorized in writing only by the board of directors of SCTA. CONSULTANT acknowledges and agrees that, except as otherwise expressly provided herein, only the board of directors of SCTA may authorize extra or changed work hereunder and SCTA staff are without authorization to order extra or changed work or to waive Agreement requirements. Failure of CONSULTANT to secure the appropriate prior written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter CONSULTANT shall be entitled to no compensation whatsoever for the performance of such work. CONSULTANT further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization.

9. DISPUTES: CONSULTANT shall notify SCTA in writing of any dispute or potential dispute (hereinafter "dispute") within 15 calendar days after the happening of the event, thing, occurrence or other cause, giving rise to the dispute. Said notice shall describe, to the fullest extent possible at the time of the notice, the events leading up to the dispute, the nature of the dispute, the potential effect of the dispute on the completion of the Contract, cost data, and any relevant Contract language in support of the dispute. If a dispute arises out of or relates to this Agreement, or an alleged breach thereof by either Consultant or SCTA, and if the dispute cannot be settled through negotiation, before resorting to litigation, the SCTA and Consultant agree first to try in good faith to settle the dispute by mediation. If the parties cannot agree on a mediator or mediation rules to use, the parties shall use the construction industry mediation procedures developed by the American Arbitration Association, with the following exceptions to those procedures:

- i. The mediation shall be conducted in Santa Rosa, California.
- ii. Unless otherwise agreed to in writing by the parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first

- mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.
- iii. The parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

10. REPRESENTATIONS OF CONSULTANT:

10.1 STANDARD OF CARE: SCTA has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby represents that all its work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of the Caltrans and FHWA standards, and all other applicable federal, state, and local laws, ordinances, rules, and regulations, it being understood that acceptance of CONSULTANT's work by SCTA shall not operate as a waiver or release. CONSULTANT further represents that all products of whatsoever nature which CONSULTANT delivers to SCTA pursuant to this Agreement will be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession.

10.2 FAMILIARITY WITH WORK: CONSULTANT represents that it has thoroughly investigated and considered the work to be performed hereunder and how it should be performed, and fully understands the difficulties and restrictions attending the performance of such work, including, without limitation, any controversial aspects of the Project, the likelihood of extensive comments, and the need for the contents of the PS&E to be thorough and complete.

10.3 STATUS OF CONSULTANT: The parties intend that CONSULTANT, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. CONSULTANT is not to be considered an agent or employee of SCTA and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits SCTA provides its employees. In the event SCTA exercises its right to terminate this Agreement pursuant to paragraph 4, CONSULTANT expressly agrees that it shall have no recourse or right of appeal under laws, ordinances, rules, or regulations applicable to employees.

10.4 TAXES: CONSULTANT agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, without limitation, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold SCTA harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONSULTANT's failure to pay, when due, all such taxes and obligations. In case SCTA is audited for compliance regarding any withholding or other applicable taxes, CONSULTANT agrees to furnish SCTA with proof of payment of taxes on these earnings.

10.5 COST DISCLOSURE: In accordance with Government Code section 7550, CONSULTANT agrees to state in a separate section in any filed report the numbers and dollar amounts of all contracts and subcontracts relating to the Project.

10.6 RECORDS MAINTENANCE: CONSULTANT shall retain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred, including support data for cost proposals, and shall make such documents and records available, and shall require its subcontractors to make such documents and records available, to SCTA and representatives of the State of California and the federal government for inspection at any reasonable time during the contract period and for three (3) years from the date of completion of all work required under this Agreement.

10.7 CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. CONSULTANT further covenants that in the performance of this Agreement no person having any such interest shall be knowingly employed. In addition, if requested to do so by SCTA, CONSULTANT shall complete and file and shall require any other person doing work hereunder to complete and file a "Statement of Economic Interest" with SCTA disclosing CONSULTANT's or such other person's financial interests.

10.8 NONDISCRIMINATION: CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10.9 SUBCONTRACTED SERVICES: If CONSULTANT wishes to subcontract any work or services required to be performed under this Agreement to a firm not specified in CONSULTANT's proposal, prior written approval must be obtained from SCTA's Executive Director. In addition, any subcontract for work or services to be performed under this Agreement that exceeds twenty-five thousand dollars (\$25,000.00) will require that the subcontractor be bound by all of the terms of this Agreement.

10.10 COVENANT AGAINST CONTINGENT FEES: CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, SCTA shall have the right to annul this Agreement without liability, or at its discretion, to

deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. DEMAND FOR ASSURANCE: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

12. ASSIGNMENT AND DELEGATION: Except as otherwise provided herein, neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party has so consented.

13. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices, bills, and payments shall be made in writing and may be given by personal delivery, facsimile, overnight or one-day delivery service, or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

TO SCTA: Suzanne Smith, Executive Director
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

TO CONSULTANT :

and when so addressed, shall be deemed given upon personal delivery, facsimile proof, or deposit into the possession of said delivery service or the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the

person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph 13.

14. CONFIDENTIAL INFORMATION: All data, documents, discussions, or other information developed or received by or for CONSULTANT in performance of this Agreement are confidential and shall not be disclosed by CONSULTANT to any person except as authorized by SCTA, or as required by law.

15. ASSIGNMENT OF RIGHTS: Consultant assigns to SCTA all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SCTA in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SCTA may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCTA. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SCTA.

16. OWNERSHIP AND DISCLOSURE OF WORK PRODUCT. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of SCTA. SCTA shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SCTA all such documents, which have not already been provided to SCTA in such form or format as SCTA deems appropriate. Such documents shall be and will remain the property of SCTA without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SCTA.

17. MISCELLANEOUS PROVISIONS:

17.1 NO WAIVER OF BREACH: The waiver by any affected party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

17.2 CONSTRUCTION: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. CONSULTANT and SCTA acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. CONSULTANT and SCTA acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

17.3 CONSENT: Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

17.4 NO THIRD PARTY BENEFICIARIES: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

17.5 APPLICABLE LAW AND FORUM: This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

17.6 CAPTIONS: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

17.7 MERGER: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement pursuant to Code of Civil Procedure section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

17.8 TIME OF ESSENCE: Time is and shall be of the essence of this Agreement and every provision hereof.

17.9 NUMBER AND GENDER: Wherever used herein, unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

17.10 DAY AND BUSINESS DAY: Wherever used herein, the term “day” shall mean any calendar day, and the term “business day” shall mean any calendar day on which the offices of SCTA are open for regular business.

17.11 PREVAILING WAGES: CONSULTANT is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., including without limitation Labor Code Sections 1775, 1776, 1777.5, 1813 and 1815, as well as California Code of Regulations, Title 8, Section 16000, et seq.,

(“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. CONSULTANT agrees to fully comply with such Prevailing Wage Laws for any services provided hereunder which are subject to such Prevailing Wage Laws, and agrees to require such compliance from subcontractors it utilizes for such services. Pursuant to Labor Code Section 1775(b)(1), CONSULTANT shall provide to each such subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code. Copies of the prevailing wage rate of per diem wages are on file with SCTA and will be made available to any person upon request. CONSULTANT shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the services provided hereunder available to interested parties upon request, and shall post copies at the CONSULTANT’S principal place of business and at the project site.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

CONSULTANT

DATED: _____ By: _____

SONOMA COUNTY TRANSPORTATION AUTHORITY

DATED: _____ By: _____
Chair, SCTA

**CERTIFICATES OF INSURANCE ON FILE WITH
AND APPROVED AS TO SUBSTANCE BY SCTA:**

DATED: _____

By: _____
Suzanne Smith, Executive Director, SCTA

APPROVED AS TO FORM:

DATED: _____

By: _____
SCTA Counsel

EXHIBIT E: DISADVANTAGED ENTERPRISE INFORMATION

7/13/11

NOTICE TO PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

The Agency has established an Underutilized DBE goal for this Agreement of 0%

1. TERMS AS 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.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- 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.
- SUBMISSION OF UDBE AND DBE INFORMATION**

If there is a UDBE goal on the contract, a “Local Agency Proposer UDBE Commitment (Consultant Contract)” (Exhibit 10-O1) 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 DBE Information (Consultant Contract)” (Exhibit 10-O2) 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 males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer 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 proposing 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 proposing, 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 proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal 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 web site at:
<http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link
 - Click on *Access to the DBE Query Form* located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access
- D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

6. 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 100 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 60 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.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.

- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

EXHIBIT F: FEDERAL FORMS TO BE SUBMITTED WITH PROPOSAL

**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER SUBCONTRACTORS**

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY				CONTRACT COMPLETION DATE	
PRIME CONTRACTOR			BUSINESS ADDRESS						ESTIMATED CONTRACT AMOUNT \$		
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS						DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
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				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
ORIGINAL COMMITMENT \$ _____			TOTAL	\$	\$	\$	\$	\$		BA- Black American APA- Asian-Pacific Islander NA-Native American W-Woman	
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.											

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE						BUSINESS PHONE NUMBER				DATE	
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT											
RESIDENT ENGINEER'S SIGNATURE						BUSINESS PHONE NUMBER				DATE	

Copy Distribution-Caltrans contracts:	Original - District Construction	Copy- Business Enterprise Program	Copy- Contractor
Copy Distribution-Local Agency contracts:	Original - District Local Assistance Engineer (submitted with the Report of Expenditure)	Copy- District Local Assistance Engineer	Copy- Local Agency file

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the “final payment” to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.