



REQUEST FOR PROPOSALS (RFP)

Monterey Bay Area 511 Traveler Information System Feasibility and Implementation Plan

November 22, 2010

Dear Consultant:

The Santa Cruz County Regional Transportation Commission (RTC) and the Transportation Agency for Monterey County (TAMC) invite your firm to submit a proposal for developing a Feasibility Analysis and Implementation Plan for a Monterey Bay Area 511 Traveler Information System. The RTC will be the agency that awards and manages the selected contractor for this project.

This letter, along with its enclosures, comprises the Request for Proposal (RFP) for this project. The RTC reserves the right to amend the RFP by addendum before the final proposal submittal date. This RFP and addenda will be posted on the project website (www.511montereybay.org). Responses should be submitted in accordance with the instructions set forth in this RFP.

Proposal Due Date

Interested firms must submit one (1) unbound reproducible original and six (6) paper copies, as well as one electronic PDF and Word/Excel versions of their proposal **no later than 4:00 pm, Pacific Standard Time, Thursday, January 6, 2010**. Proposals received after the date and time specified above will not be considered.

Proposals shall be considered firm offers to enter into a contract, as described in this RFP for a period of ninety (90) days from the time of submittal.

RTC Point of Contact

Proposals and inquiries relating to this RFP shall be submitted to:

Tegan Speiser, Project Manager
Santa Cruz County Regional Transportation Commission
1523 Pacific Ave., Santa Cruz, CA 95060
831-460-3200 ~ tspeiser@scrtc.org

Email inquiries relating to this RFP should include "511" in the subject header.

Background

The Santa Cruz County Regional Transportation Commission (RTC) and the Transportation Agency for Monterey County (TAMC) received a Partnership Planning Grant from the California Department of Transportation to conduct a Monterey Bay Area 511 Traveler Information System Feasibility and Implementation Plan. The RTC and TAMC are state-designated public agencies with regional transportation planning responsibilities that cross city-county boundaries. The Monterey Bay Area 511 Traveler Information System Feasibility and Implementation Plan partnership includes TAMC, RTC, and Caltrans, with RTC serving as the project lead. RTC and TAMC are also coordinating with the Council of San Benito Governments (SBCOG) on the transit portion of this 511 project.

The Monterey Bay Area, comprised of Monterey and Santa Cruz Counties, experiences significant congestion and has limited transportation access because of the constrained geographical areas such as Highway 1 along the Monterey Bay coastline and Highway 17 through the Santa Cruz Mountains. The extremely limited resources available to invest in significant capital improvements require that transportation agencies optimize the use of existing transportation infrastructure and programs. A 511 traveler information system could improve the functionality and efficiency of the existing transportation system by offering real-time information to travelers about current travel conditions and travel choices. Informed travelers are more likely to change their behavior, whether it is changing modes, their route, or the time they travel to avoid peak period congestion and areas already impacted by incidents. In comparison to other capital projects, a 511 system could be implemented in a relatively short delivery time, at a fraction of the cost, and potentially be of great value to the community.

Project Description

A Monterey Bay Area 511 Traveler Information System Feasibility and Implementation Plan, referred to hereafter as The 511 Plan, is needed to determine the feasibility of and begin the work to design and implement a comprehensive, centralized, and multi-modal traveler information system to serve the Monterey Bay Area. As envisioned, such a system would provide up-to-date transportation information including: real-time roadway traffic conditions and incident information, transit route and schedule information, carpooling and bicycling information, and emergency notices, to visitors, residents, businesses, and commuters. The information would be accessed through one easy to remember phone number, a one-stop shop website, and mobile devices. The information could also be tailored to individual needs using personalized trip planning tools and customized transportation notices.

This RFP is intended to solicit proposals from interested consultants to develop a Feasibility Analysis and Implementation Plan for a Monterey Bay Area 511 Traveler Information System. Additional project information is provided in [Appendix A: Scope of Work](#).

Based on the findings of this Feasibility/Implementation Plan and the availability of funding, the RTC and TAMC may circulate a future proposal request to continue development of a 511 Traveler Information System for the Monterey Bay Area. The firm selected to conduct the work for the Feasibility/Implementation Plan under this RFP, will not be precluded from participating in future projects and RFPs that may be needed to design and implement a 511 Traveler Information System for Monterey Bay Area. In light of this, best faith efforts must be used by the contracted consultant to prepare a 511 Plan that is objective and unbiased in its findings.

Minimum Qualifications

The selected consultant can be a firm, a consortium of firms or an individual, but must demonstrate to RTC's satisfaction the following professional qualifications:

Knowledge of and experience with:

- a. 511 Traveler Information System Feasibility and/or Implementation Plans
- b. Systems engineering design and ITS architecture
- c. Data processing and integration methods for real-time travel information
- d. Data dissemination methods for 511
- e. Switching and routing with telecommunication carriers
- f. Strategies for operating, marketing and funding 511 systems including revenue generation
- g. Functional requirement specifications for 511 Traveler Information Systems

Demonstrated ability and adequate resources to:

- a. Complete an in-depth 511 Plan for the Monterey Bay Area by the specified deadlines
- b. Coordinate with a wide-variety of Traveler Information System stakeholders, interest groups and individuals

Other Desirable Qualifications

In addition to the minimum qualifications above, other desirable Contractor qualifications include:

Knowledge of and experience with:

- a. California's 511 Traveler Information Systems
- b. Monterey Bay Area ITS Architecture
- c. Existing data for 511 in Monterey Bay Area

Demonstrated ability to:

- a. Coordinate 511 services with California's cellular and landline telecommunication service providers
- b. Effectively prepare clearly-written documentation and high quality graphic materials
- c. Communicate effectively with the project team
- d. Effectively manage sub-consultants and/or technical staff

Scope of Work, Budget and Schedule

A scope of work detailing the tasks associated with this consulting effort is included in this RFP as Appendix A. The budgeted amount available for this consulting agreement is one hundred fifty thousand dollars (\$150,000). The contract payment terms will be firm fixed price with payment made on the basis of receipt and acceptance of satisfactory deliverables. The project is expected to begin in February, 2011 and to end in November, 2011. The project schedule can be found in Appendix A, Attachment A-3.

Non-discrimination & Disadvantaged Business Enterprise (DBE) Participation

A. This solicitation is subject to Title 49, part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the California Department of Transportation (hereafter referred to as Department) achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of Agreements financed in whole or in part with Federal Funds. The Bidder shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. As required by federal law, the Department has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all Federal-aid contracts. The selected firm, whether or not they have DBE participation, must complete the appropriate DBE reporting form attached to the consultant agreement.

As of November 1, 2010, the Department's Race Neutral DBE Program applies to FHWA Partnership Planning grants administered by the California Department of Transportation. Contracts using these funds will not have contract goals for DBE participation.

Proposers' Conference, Requests for Clarification or Exceptions, Addenda

A proposers' conference will be held on Monday, December 6, 2010 at 2:00 p.m. in the RTC Conference Room, 1523 Pacific Ave., Santa Cruz.

Participation will also be available by conference call. To ensure that sufficient resources are available for this meeting, RSVPs to info@sccrtc.org or

(831) 460-3200 are requested by Wednesday, December 1st at Noon. Please indicate whether you plan to attend in person or by phone.

This RFP and any addenda will be posted on the project's website (www.511montereybay.org). **All potential bidders are responsible for checking the website for any addenda to the bid documents. To receive email notifications of addendums to this RFP, prospective proposers must submit an email request to the RTC Project Manager.**

Any requests for clarification or exceptions to RFP requirements must be received by RTC no later than 4:00 p.m., Pacific Standard Time, on Monday, December 13, 2010 to guarantee response or consideration. Responses to questions concerning this RFP posed before this deadline will be provided to firms who participated in the conference or submitted questions and will be posted on the project's website (www.511montereybay.org).

Proposal Format

Sections that must be included in each proposal are described below.

In keeping with RTC's resource conservation policy, proposers are asked to print proposals double-sided and are encouraged to use recycled paper with no plastic inserts for all proposals and reports. Covers and binding are not required, however, if provided they should be of recyclable material.

The suggested page limit for proposals is 30 pages not counting attachments such as writing samples. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the proposers' capabilities.

The following information must be included in the proposal in the order listed:

1. Transmittal Letter: a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFP by title and date and should include the name and telephone number of a contact person and a statement that the proposal is a firm offer to enter into a contract with RTC according to the terms of this RFP for ninety (90) days following its submission.
2. Firm Qualifications: a company profile and summary of the firm's qualifications in relation to this project, addressing each of the qualifications listed above and other desirable experience and expertise. The company profile should specify the firm size and number of staff available to work on this project.
3. Proposed Approach: a summary of the consultant's proposed approach including an explanation of how the consultant proposes to accomplish each task outlined in the RFP.
4. Schedule: a project schedule, identifying major project milestones and key dates.

5. Staff Qualifications: summary of the lead and technical staff proposed for the project and their qualifications. Staff qualifications should be limited to one paragraph per staff person, and should include the role of the staff person, the length of their work experience, areas of expertise (if any), and their relevant experience based on this RFP's desired qualifications. A table showing each proposed staff person and their applicable skills and/or areas of expertise shall be provided. A chart representing the proposed organizational structure shall be provided. Resumes may also be included as an appendix.
6. Cost Proposal: a proposal that outlines the budget for each task and related deliverables as outlined in Appendix A, Scope of Work. The cost proposal shall include all costs to RTC broken down by project personnel, hourly rates, estimated hours, burden rate and any other costs.
7. Relevant Experience: descriptions of the work performed on relevant, recent projects by the lead staff person and technical staff proposed for this project. Include any projects that involved: 511 Traveler Information Systems; Systems Engineering Design; data processing, integration and dissemination methods; and switching and routing by telecommunication carriers; operating, marketing and funding 511 systems including revenue generation (See the Qualifications section of this RFP). Descriptions should be no longer than two paragraphs per project and identify the client, purpose, size, technologies used, year of completion, total project budget and the names of consultant staff proposed for this solicitation who worked on the referenced projects.
8. References: three (3) references who can attest to the consultant's experience in performing work substantially similar to the services covered by this RFP. (Include company name, point of contact, email addresses, telephone, and fax number for three projects similar to work described in this RFP.) Letters of endorsements may be included as an appendix.
9. Additional Information: information considered by proposers to be pertinent to this project, and which has not been specifically solicited in any of the aforementioned sections, may be placed in a separate appendix section. This appendix should be relevant and brief and a total of 2 pages maximum.
10. Exceptions and Deviations: Proposers wishing to propose alternative approaches to meeting the agency's technical or contractual requirements, should thoroughly explain their reasoning, note as to whether they are "technical" or "contractual" exceptions and reference the relevant section(s) of the RFP.
11. California Levine Act Statement: Submit a signed Levine Act statement regarding conflict of interest. (Appendix B).
12. Lobbying and Debarment Certificates: Submit completed Lobbying and Debarment certificates (Appendix C and D).

Evaluation Criteria

RTC and TAMC staff will conduct an initial review of the proposals for adherence to the minimum qualifications and inclusion of the items requested in this RFP. Proposers failing to meet the minimum qualifications will not be considered. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation criteria listed below will be considered

non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in the Proposal Format above, may be considered complete and generally responsive, if evaluation in every criterion area is possible.

Responsive proposals will be evaluated by a panel of representatives from RTC, TAMC, and technical advisors, based on the following evaluation factors and will be weighted accordingly:

Criteria 1: APPROACH, 30 POINTS

- Thoroughness, appropriateness, clarity, logic, and risk of proposer's approach to carrying out the tasks listed in *Appendix A, Scope of Work*.
- Logic, risk and appropriateness of proposed schedule.
- Logic, risk and appropriateness of proposed team structure, coordination, communication flow, and location of key consultant personnel.
- Capability of developing and/or applying innovative and advanced techniques.

Criteria 2: TEAM QUALIFICATIONS, EXPERIENCE and KEY PERSONNEL, 25 POINTS

- Qualifications and experience for the lead firm, Project Manager, the team, and the key project staff in projects similar to the Scope of Work of this RFP and covering the required skill sets.

Criteria 3: RESOURCE AVAILABILITY AND ALLOCATION, 20 POINTS

- Assignment of key personnel among project elements, tasks, and subtasks.
- Availability of key personnel to support this project, including team depth and plans for back-up personnel.
- Appropriateness of labor hour distribution.

Criteria 4: COMMUNICATIONS, 15 POINTS

- Clarity, structure, and readability of the proposal and all submitted materials.
- Ability to speak and present clearly (as demonstrated in discussions).

Criteria 5: COST, 10 POINTS

- Appropriateness and clarity of the cost proposal and budget calculations per task. Appropriateness of allocation of non-labor resources.
- Cost effectiveness, including value-added services.

Following the evaluation, the panel may elect to recommend award to a particular proposer or to invite for interviews a "short list" of proposers with a reasonable likelihood of being awarded the contract. References may be checked for one or more of such short-listed proposers prior to final evaluation. The RTC Project Manager will then recommend a consultant to the Executive Director and the Commission. RTC reserves the right to not convene interviews and to make an award on the basis of written proposals alone. Further, RTC reserves the right to accept or reject any and all submitted proposals, to waive minor irregularities, and to request additional information or revisions to offers, and to negotiate with any or all proposers at any stage of the evaluation.

The contract will be awarded to the firm that presents the proposal that, in the opinion of the RTC, TAMC and its partners, is the most advantageous to the RTC and TAMC, based on the evaluation criteria.

Consultant Selection Timetable

Request for Proposals

- Issue to Consultants November 22, 2010

Consultant Proposals

- Proposer's Conference December 6, 2010, 2:00pm
- Proposals due January 6, 2010, 4:00pm, PST
- Interviews January, 2011
- Select consultant January, 2011

Consultant Contract

- Finalize contract January/February, 2011
- Commission approve Contract February, 2011
- Notice to Proceed February, 2011

See Appendix A, Attachment A-3 for project schedule.

Selection Disputes

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

1. No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions; or
2. No later than three (3) working days after the date the proposer is notified that their proposal was found to be non-responsive or failed to meet minimum qualifications; or
3. No later than three (3) working days after the date on which the contract is authorized or the date the firm is notified that it was not selected, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the RTC authorizes the award.

The RTC Project Manager responsible for the procurement will respond to the protest in writing. Authorization to award a contract to a particular contractor shall

be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the RTC Project Manager. Should the proposer wish to appeal the decision of the RTC Project Manager they may file a written appeal with the RTC Executive Director, no less than three (3) working days after receipt of the written response from the Project Manager. The Executive Director's decision will be the final agency decision.

General Conditions

RTC will not reimburse any proposer for costs related to preparing and submitting a proposal. All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt. After award of the contract (or if not awarded, after rejection of all proposals), all responses will be regarded as public records and will be subjected to review by the public. Any language purporting to render all or portions of the proposal confidential will be regarded as non-effective and will be disregarded.

RTC reserves the right, in its sole discretion, not to enter into a contract as a result of this RFP. Any award will be to the consultant whose proposal is most advantageous to RTC and TAMC based on the evaluation criteria outlined above.

Any proposals received prior to the due date and time specified above may be withdrawn or modified by written request of the proposer. To be considered, however, the modified proposal must be received by the proposal due date and time specified above.

Any proposals received by the prescribed deadline become the property of RTC and TAMC and all rights to the contents therein become those of RTC and TAMC.

RTC reserves the right to amend the Request for Proposals by addendum before the final proposal submittal date.

For your reference, a copy of RTC's standard agreement provisions is enclosed as Appendix E. If a proposer wishes to recommend a change to any standard RTC contract provision, the provision and any proposed alternative language must be requested prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the consultant will be deemed to accept RTC's standard contract provisions. In addition, the project will be funded by Federal funds. Federal required contract provisions are included in RTC standard agreement (Appendix E).

Authority to Commit RTC

Based on the findings of the evaluation panel and Project Manager, the Executive Director of the RTC will recommend a consultant to the RTC. Upon approval by the RTC, the Executive Director will be authorized to enter into an agreement with the selected consultant.

Thank you for your interest. If you need assistance or have any questions, please call project manager, Tegan Speiser at (831) 460-3200.

Sincerely,



George Dondero
Executive Director

Enclosed with this Request for Proposals:

Appendix A	Scope of Work
Attachment A-1	Federal Transportation Planning Goals
Attachment A-2	California Transportation Planning Goals
Attachment A-3	Project Schedule
Appendix B	Levine Act Statement
Appendix C	Certification on Restrictions on Lobbying
Appendix D	Certification Regarding Debarment and Suspension
Appendix E	Sample Agreement
Attachment E-1	Scope of Work + Attachments [Placeholder]
Attachment E-2	Project Payment Schedule
Attachment E-3	Local Agency Proposer DBE Information
Attachment E-4	Notice to Proposer DBE Information
Attachment E-5	Certification on Restrictions on Lobbying [Placeholder]
Attachment E-6	Certification Regarding Debarment and Suspension [Placeholder]

APPENDIX A

Scope of Work

MONTEREY BAY AREA 511 TRAVELER INFORMATION SYSTEM FEASIBILITY AND IMPLEMENTATION PLAN

DESCRIPTION

The Santa Cruz County Regional Transportation Commission (RTC) and the Transportation Agency for Monterey County (TAMC) received a Partnership Planning Grant from the California Department of Transportation to conduct a Monterey Bay Area 511 Traveler Information System Feasibility and Implementation Plan, referred to hereafter as The 511 Plan. The 511 Plan is needed to determine the feasibility of establishing a traveler information system for the region, and to appropriately set the functional requirements to design and implement a comprehensive, centralized, and multi-modal traveler information system to serve the Monterey Bay Area.

As envisioned, such a system could provide up-to-date transportation information including: real-time roadway traffic conditions and incident information, transit route and schedule information, carpooling and bicycling information, and emergency notices, to visitors, residents, businesses, and commuters. The information would be accessed through one easy to remember phone number, a one-stop shop website, and mobile devices. The information could also be tailored to individual needs using personalized trip planning tools and customized transportation notices to subscribers who opt into this service.

Project Goals

The 511 Traveler Information Feasibility and Implementation Plan must be designed in accordance with the following goals which are consistent with both Federal and State Transportation Planning Goals (See [Attachments A-1 and A-2](#)).

1. **Increase customer satisfaction** with the transportation system by providing easy access to comprehensive, real-time and multi-modal information in the Monterey Bay Area;
2. **Optimize** use of the existing transportation infrastructure thereby reducing peak period traffic congestion;
3. **Foster sustainability**, improve air quality, and lower greenhouse gas emissions by reducing vehicle miles traveled and increasing the use of sustainable transportation options;

4. **Enhance economic benefits** across the region by moving more residents, visitors, and goods on existing facilities in a shorter amount of time;
5. **Apply and leverage advances in technology** to distribute transportation information quickly, efficiently and economically to large numbers of people simultaneously; and
6. **Build public-private partnerships and improve interagency coordination** among entities dealing with various parts of the transportation system by sharing information, adding value to each other's services and improving regional connections.

Ensuring the safety and security of people using the transportation network and the 511 system, is a key consideration in any traveler information system designed to implement these goals. Additional goals may be identified through the process of developing The 511 Plan.

SCOPE OF CONSULTANT SERVICES

To determine the feasibility of a 511 Traveler Information System and to develop an Implementation Plan, the Santa Cruz County Regional Transportation Commission, in partnership with the Transportation Agency of Monterey County, plans to contract with a qualified consultant or consulting team to provide the services and products identified in this Scope of Work. This plan is intended to provide the information necessary to design and build a 511 traveler information system that is best suited to serve Monterey and Santa Cruz Counties. This plan should also be designed to allow participation in 511 by San Benito County at a future date and to coordinate with San Benito Council of Governments on the transit portion of this plan. The consultant is required to be objective in their analysis and not to propose an alternative that gives preference to a build scenario or service that only the selected consultant can provide.

The consultant shall apply a systems engineering design approach developed by the California Division of the Federal Highway Administration and the California Department of Transportation, Division of Research and Innovation (Figure 1). This approach is documented in the *Systems Engineering Guidebook for Intelligent Transportation Systems, 2009* (<http://www.fhwa.dot.gov/cadiv/segb/files/segbversion3.pdf>). Work performed under this contract also needs to be consistent with the Regional Intelligent Transportation System (ITS) Architecture and satisfy the requirements of the new Section 1201 Rulemaking regarding copyright protections.

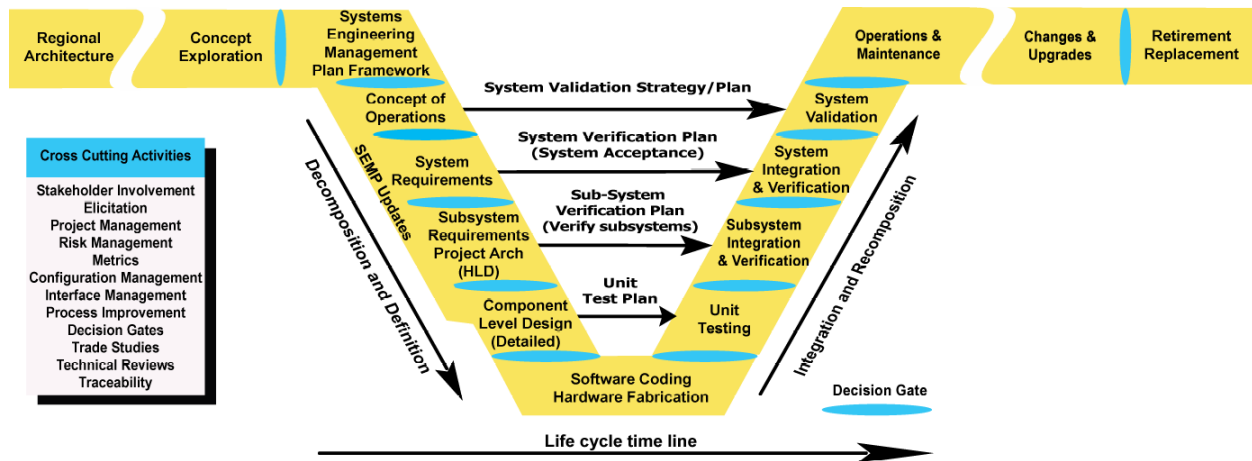


Figure 1: Systems Engineering "V" Diagram

The intent of this scope is to get progress reports by task as work on The 511 Plan proceeds. A set of deliverables is outlined under each task. Interim reporting is required for effective communication between consultant and the project team. The project schedule can be found in [Attachment A-3](#). Key milestones include the completion of the Feasibility Study and completion of the Implementation Plan.

PART I: Evaluate the Feasibility of a Monterey Bay Area 511 System

Consultant shall evaluate and determine the feasibility of deploying a 511 traveler information system in the Monterey Bay Area. The feasibility analysis, also referred to as the concept exploration in the systems engineering design approach, shall be based on, but not limited to, the following:

- The level of interest and demand for the information from various potential user groups including, but not limited to, residents, visitors and businesses
- The availability of data to support a 511 system
- The sustainability/longevity/scalability of the system
- The availability of funding and potential revenue streams to support development, ongoing operation and marketing
- The availability and quality of existing traveler information resources that provide similar functions and how a local 511 system may compete with, duplicate, complement or incorporate such services
- Support from the local leaders and partner agencies for system deployment

The objectives of the Feasibility Analysis/Concept Exploration are to:

- Identify the superior, most cost-effective and usable 511 system model and concept for our region and document alternative systems with a clear rationale for the recommended selection
- Verify the project feasibility and identify risks
- If a 511 system is deemed feasible, garner support and necessary approvals for the recommended alternative

The Feasibility Analysis/Concept Exploration will be used to refine:

- Problem statements and opportunities
- Project needs, goals, and objectives

The key activities of the Feasibility Analysis/Concept Exploration are to:

- Define evaluation criteria
- Perform initial risk analysis
- Identify alternative 511 system concepts
- Evaluate alternatives and document results
- Present recommended 511 system concept

The Feasibility Analysis/Concept Exploration shall include, but is not limited to:

TASK 1: Define Problems, Needs, Goals and Objectives

Consultant shall work with the project team to clearly define and quantify the problems and opportunities that will be addressed by this project. RTC, TAMC and consultant shall meet at beginning of project to refine problem statements and project goals and define project objectives.

Problems identified, but not limited to, include:

- Recurring and non-recurring traffic congestion and its related impacts
- Traveler frustration due to lack of adequate and timely multi-modal information
- Economic impacts due to time wasted in traffic
- Environmental impacts due to transportation and the need to address new GHG requirements
- Lack of centralized information and coordination
- Inefficient and labor intensive delivery systems to address transportation information needs

Factors for establishing needs, goals and objectives should include, but are not limited to:

- Information about 511 usage in other regions and the resulting improvements in traffic congestion, environmental degradation, and customer satisfaction
- Evaluating the level of interest and demand for traveler information from the residents, visitors and businesses
- The availability of existing traveler information resources that provide similar functions

In fall 2010, a survey was performed by RTC and TAMC to assess the level of interest and demand for a 511 system from residents, visitors, and businesses of

the Monterey Bay Area. Results from this survey and stakeholder meetings will be analyzed by the consultant as one basis for assessing need. The sponsoring agencies will continue to do primary outreach to users and community groups with advice from the consultant.

A number of existing resources now provide traveler information. The consultant shall provide an inventory of other systems and their function, strengths and limitations as part of the needs assessment for a 511 system.

Deliverable 1: Problem statements, needs, goals and objectives including supporting evidence and target markets

Deliverable 2: Analysis of the 511 survey and stakeholder input

Deliverable 3: Inventory of other traveler information services already available in the Monterey Bay Area

TASK 2: Provide Inventory of Data and Data Gaps for Monterey Bay Area

The consultant shall provide a thorough inventory of existing data in Santa Cruz and Monterey Counties and, as relevant, via neighboring 511 systems, the contact person and agency responsible for each data source, its format, accuracy and the ease with which each data source can be integrated and delivered through a 511 system. Inventory should include traffic, incidents, transit, bicycling, construction and special events as well as a wide range of Transportation Demand Management support services including rideshare, locations and access to car-sharing, bike lockers, park and ride lots, and emergency ride home programs. This inventory should include the opportunities and constraints to obtaining and using this data. Gaps in data shall be identified and the consultant shall make recommendations on ways to collect and/or obtain the necessary data for an effective, multi-modal traveler information system.

Deliverable 4: A matrix illustrating the inventory of currently available data including: data format, its ability to be obtained and used, an assessment of the data's accuracy, its ability to be fused into an integrated 511 system and exchanged with neighboring 511 systems, the frequency with which the data changes, if updated data can be transmitted automatically or will regular inquiries and/or follow-up be needed by 511 staff, how would the data be collected, costs to build the connection and maintain it, the responsible agency or business and office within that organization providing the data, and contact information.

Deliverable 5: An inventory of data gaps and suggestions for what data should be collected and/or obtained to make the system more complete, accurate and reliable

Deliverable 6: Any identified costs and potential opportunities (funding, partnerships, etc.) associated with procuring and maintaining missing data

TASK 3: Define Evaluation Criteria

Consultant shall work with the project team to determine the evaluation criteria for assessing the best alternative to address the stated problems. The evaluation

criteria will consider cost, as well as any other constraints that will limit the acceptable alternatives. The evaluation criteria should also consider how a 511 system would compete with, duplicate, complement, incorporate or replace existing traveler information resources.

Deliverable 7: Evaluation criteria

TASK 4: Define Risk and Barriers

Define potential risks and challenges that may affect the outcome of the project and any mitigation steps and opportunities that may lessen the risks associated with this project.

Deliverable 8: Potential risks and challenges and any steps that may be taken to mitigate or lessen these

TASK 5: Outline and Describe the Components of a 511 Traveler Information System

Include the best practices used in 511 systems that are up-to-date with current technology, market conditions and partnerships. These components include, but are not limited to:

1. 511 System Guiding Documents
 - a. Strategic Vision
 - b. Business Plan (including revenue and funding)
 - c. Partnership and/or collaboration agreements
 - d. Other
2. Market Research/Marketing
 - a. Outreach
 - b. Marketplace & consumer research
 - c. Customer Comment Management
 - d. Marketing Plan that includes no-cost and low-cost strategies
 - e. Advertising and promotion
 - f. Revenue generation
 - g. Co-marketing and other creative alliances with public and private entities
3. Performance Measures (all media not just call volumes)
 - a. Progress towards system goals and objectives
 - b. Usage rates, tracking and monitoring
 - c. User satisfaction
4. Information Coverage - Data Collection, Sources and Quality
 - a. Traffic speed
 - b. Roadway incidents
 - c. Construction activity

- d. Roadway conditions
 - e. Driving times
 - f. Special events
 - g. Transit – Schedules, trip planning and real time information
 - h. Rideshare information
 - i. Park and ride lot information
 - j. Parking availability
 - k. Truck/freight information including agriculture
 - l. Bicycling and pedestrian information
 - m. Airport information
 - n. Emergency information (including use of the 511 system for floodgate messages, website delivery and priority use of the eAlert system)
 - o. Weather Information
 - p. Tourism
5. Data Processing and Integration
- a. Standards for data processing, integration, accuracy and timeliness of travel-related information including traffic speed data from various sources, incidents, construction, camera feeds, etc...
 - b. Standards for data processing, integration and accuracy of real-time transit data
 - c. Standards for data quality assurance and control and systems in place for timely corrections (for example that incidents are reporting correctly on the IVR and on the web, that recordings are phonetically correct, aliases understood, and any changes or corrections are made in a timely manner).
6. Data Dissemination Methods
- a. 511 Phone System - Interactive Voice Response (IVR) system (English and Spanish) designed to be accessible to people with disabilities and to provide automatic, dynamic traffic and transit departure information and other information as listed above under "Task 5, Item 4. Information Coverage".
 - b. Call Routing – Landline and Wireless
 - c. 511 Website with Spanish language translation and accessibility features for people with disabilities
 - d. Traffic/Transit data feeds
 - e. Mobile device applications and/or mobile websites
 - f. Customized Info and Alerts – texting, email, Twitter, Facebook, automated calls from 511 system to subscriber, other
7. Hosting Facilities
- a. Phone and IVR System
 - b. Website and mobile applications
 - c. Databases
 - d. Data processing and integration
8. Testing, Soft Launch and Deployment

9. Operations and Maintenance
 - a. Data Collection System Maintenance and Operations Plan
 - i. Operating and maintaining communications infrastructure
 - ii. Maintaining the data, database and website content
 - iii. Strategy for upgrades/enhancements and replacements for hardware and software
 - iv. Staffing requirements
 - b. Security Safeguards

Deliverable 9: Report describing 511 system components and best practices

TASK 6: Identify Alternative Models

Identify a range of potential models for a 511 system for Monterey Bay Area that will solve the identified problems. Model options should include, but are not limited to: building a new system from scratch, franchising another system, and/or contracting with a consultant who operates multiple 511 systems. One alternative should include bundling existing traveler information services into a 511 system and filling in data gaps. Another alternative should be to “do nothing” which provides a basis for comparison with other alternatives. Alternative models based on franchising another system should include the particular systems that are being considered.

Deliverable 10: Description of alternative models

TASK 7: Evaluate Alternatives

Perform a systematic analysis of the alternatives by applying evaluation criteria to each alternative. The evaluation criteria should measure the effectiveness towards meeting the project goals, such as: benefits to the transportation network and to the environment; economic impacts, particularly on the region’s major industries, including but not limited to agriculture and tourism; the costs to build, operate and maintain; the ability of RTC and TAMC to deliver higher quality, more efficient and economical transportation information services; and sustainability. In addition, the evaluation should address the risks associated with each alternative. A cost-benefit analysis is a key aspect of the evaluation. The alternatives analysis should include the pros, cons and how to mitigate for close proximity to a state of the art 511 system in the San Francisco Bay Area.

Deliverable 11: Analysis of the various alternatives

TASK 8: Economic Analysis

The economic analyses will identify potential funding sources and include an analysis of strategies for generating revenue and/or offsetting costs that would be

the most appropriate and applicable to the Monterey Bay Area. This analysis will also include the life-cycle costs and benefits of both the project and the current method of delivering traveler information. The analysis should consider the sustainability of a 511 system.

Deliverable 12: Provide description and findings of economic analyses conducted

TASK 9: Document Results

The feasibility analysis/concept exploration will establish whether or not an investment in a 511 project is feasible. If determined feasible, the reasons for undertaking the project will be defined and its costs and benefits will be analyzed.

Deliverable 13: A Feasibility Analysis/Concept Exploration Report is a key milestone for this project. (See [Attachment A-3](#), Project Schedule, for delivery date.) At a minimum, it should contain the following:

1. A description of the problems that the 511 system is intended to address
2. The project objectives and evaluation criteria
3. The economic and risk analyses of each alternative and the reasons for rejecting the alternatives not recommended
4. A description of the recommended alternative including the major system features and resources that will be used
5. An economic analysis of the funding sources, life-cycle costs and benefits of the project and the life-cycle costs and benefits of the current method of delivering traveler information

PART II: Develop an Implementation Plan for a 511 System as Determined by the Feasibility Analysis in PART I

Upon successful completion of the Feasibility Analysis and the finding that a 511 system is feasible for the Monterey Bay Area, the project will proceed to the implementation plan portion of the project.

The Implementation Plan required will include the Concept of Operations and the System Requirements as defined in the [Systems Engineering Guidebook for Intelligent Transportation Systems, 2009](#) developed by FHWA and Caltrans. The results of the Feasibility Analysis in Part I will determine the specific tasks to be performed under the Concept of Operations and System Requirements in the Implementation Plan.

If a 511 system is determined to be feasible for the Monterey Bay area, the outcome of the Concept of Operations and the System Requirements will provide the necessary detailed information to move into the design and build phase of a 511 system following the end of this contract. Telephone carrier agreements,

integration with surrounding 511 systems including wireless cell routing, and other important details will need to be ascertained in the Implementation Plan if the project is found to be feasible.

TASK 10: Refine Final Scope of Work and Schedule for Part II: Implementation Plan

Based on the findings of the feasibility study, consultant shall work with the project team to refine the draft scope of work, schedule and task budget of Part II to result in an Implementation Plan that provides the information necessary to design and build a 511 system for the Monterey Bay Area. The total project budget will not change from the amount agreed upon in the contract between RTC and consultant, but the budget associated with each task in the Implementation Plan may change. Draft versions of the scope of work, schedule and task budget will be completed and sent to the RTC Project Manager for approval. Upon approval by the RTC, the consultant will finalize the project scope of work and schedule, including detailed deliverables and a clearly identified deliverable-based budget by task.

Deliverable 14: Draft revised scope of work, schedule and task budget for Part II: Implementation Plan

Deliverable 15: Final detailed scope of work, schedule and task budget for Part II: Implementation Plan

TASK 11: Develop the Concept of Operations

The Concept of Operations is a foundation document that frames the overall system and sets the technical course for the project. The objectives of a Concept of Operations are to:

- Identify user needs for multiple transportation modes and their preferences for system features and capabilities
- Identification of target markets
- Secure agreements among key stakeholders and partners about interrelationships and roles and responsibilities for the system
- Develop shared understanding by system owners, operators, maintainers, and developers on how the system is organized and functions
- Formulate a strategy for informing users about the 511 system
- Obtain agreement on key performance measures to evaluate progress towards meeting the project goals

The Concept of Operations requirements shall include, but are not limited to:

1. The preferred components and capabilities of a multi-modal 511 System for the Monterey Bay Area (from the best practices identified in Deliverable 9, Task 5).
2. The key stakeholder and partner roles, responsibilities and necessary agreements

3. Agreements for securing the 511 number for the Monterey Bay Area, for switching and routing with telecommunication carriers, and ensuring interconnectivity with neighboring 511 systems
4. A System Validation Plan that defines the performance measures that will be used to determine how system performance and project success will be measured based on the intent of the project.
5. A general system description
6. New resources required for implementation

Deliverable 16: Concept of Operations Document

TASK 12: Develop System Requirements

In the system requirements, the preferred components and capabilities of the 511 system identified in the Concept of Operations are reviewed, analyzed, and transformed into verifiable requirements that define *what* the system will do, but not *how* the system will do it. The objectives are to develop a validated set of system requirements that meet transportation user needs.

The development of system requirements includes, but is not limited to:

- Eliciting requirements
- Analyzing requirements and prioritizing with project team, key stakeholders and partners
- Documenting requirements
- Validating requirements by checking for consistency, accuracy and completeness
- Managing requirements by tracking to make sure requirements are met over the life span of the system

The system requirements specifications should include, but are not limited to, requirements that define the following:

- Geographic boundaries of the system with interfacing systems clearly defined
- Reliability, availability, usability and accuracy of system and data
- Delivery response time and system capacity
- Monitoring, tracking, and evaluation system to ensure data consistency and accuracy, software and hardware maintenance and to track system usage
- Dissemination methods that are customized to meet the needs of the Monterey Bay Area (includes language and access considerations)
- Telecommunication switching and routing
- Staffing, human factors, safety, security and privacy
- Locations for servers, data storage and delivery equipment
- Operations and maintenance
- Accessibility and flexibility of system to be updated and expanded
- Transportation user awareness, use and satisfaction
- Life-span of system
- Cost effectiveness of system to meet requirements

- Revenue generation by sponsorship goals
- Emergency capabilities
- ADA requirements
- Constraints

Deliverable 17: System Requirements Specifications

TASK 13: Phasing Plan

Consultant shall design and recommend a phasing plan that would allow the project to be implemented in stages based on priorities and funding.

Deliverable 18: Phasing Plan for a 511 Traveler Information System for the Monterey Bay Area

TASK 14: Marketing Plan

Consultant shall design a marketing plan that considers the specific qualities of the Monterey Bay Area media market, identifies outreach methods appropriate for the region, and possible strategies for generating revenue that take advantage of the local business environment.

Deliverable 19: Marketing Plan for a 511 Traveler Information System for the Monterey Bay Area

TASK 15: Legal Structure

Consultant shall assess the necessary legal structure for implementing and operating a Monterey Bay Area 511 Traveler Information System including oversight, management and stakeholder commitments.

Deliverable 20: Report outlining legal considerations of a 511 Traveler Information System for the Monterey Bay Area

TASK 16: Define Scope of Work Required to Design, Build, Market, Maintain and Operate the Recommended 511 System

Deliverable 21: Provide a Scope of Work that will be required to design, build, market, maintain and operate the recommended 511 System

TASK 17: Define Business Plan that Estimates the Time and Costs Required to Design, Build, Market, Maintain and Operate the Recommended 511 System

This plan will provide an estimate of the annual operation and maintenance costs, an estimate for how often the system needs to be upgraded and replaced and a

capital budget for upgrades and replacement. The projected schedule to design and build the recommended system shall also be outlined in this plan.

Deliverable 22: Business Plan with estimates of time and costs required to design, build, market, maintain and operate the recommended 511 system

TASK 18: Provide a “watch list” of new technologies that may be helpful in deploying a 511 system that responds to the needs of the users

Technologies useful for 511 Traveler Information Systems are constantly evolving. Since significant changes in technology and market conditions may occur during the period in which the 511 Plan is being completed, a list of new developments to watch and potentially consider is needed.

Deliverable 23: “Watch list” of new technologies

TASK 19: Document Results of Implementation Plan (Administrative Draft)

Deliverable 24: An Implementation Plan is a key milestone for this project. (See Attachment A-3, Project Schedule, for delivery date.) At a minimum, it should contain the following:

1. Concept of Operations
 2. System Validation Plan
 3. System Requirements Specifications
 4. Phasing Plan
 5. Marketing Plan
 6. Legal Considerations Report
 7. Scope of Work for designing and building a 511 system
 8. Business Plan with Cost Estimates and Projected Schedule
 9. Watch List of New Technologies
-

TASK 20: Final Feasibility Analysis and Implementation Plan

Deliverable 25: Deliver Final Feasibility Analysis and Implementation Plan including one administrative draft, one public draft for review by members of the public and technical advisors, and one final document (See Attachment A-3, Project Schedule, for delivery date.)

TASK 21: Public Meetings and Workshops

The RTC and TAMC staff will be responsible for scheduling the time, date and place of meetings with various organizations, elected officials and committees; providing public notice, and providing a representative to each meeting. The consultant shall make presentations for the following groups to collect input and present findings:

1. Monterey Bay Area 511 Stakeholder Group: Consultant shall make presentations to and receive comments from the 511 key stakeholder group. The consultant shall participate in at least three (3) of these meetings.
2. Elected officials and Committees: Consultant shall present the final findings and recommendations for the Feasibility and Implementation Plan covered by this Request for Proposals to various City and County elected officials and committees. The consultant shall anticipate making four (4) presentations.

Deliverable 26: Participation in meetings and presentations

ATTACHMENT A-1

Federal Transportation Planning Goals

(From the Monterey Bay Area 511 Planning Grant Application)

The Monterey Bay Area 511 Plan advances many of the Federal Transportation Goals related to utilizing ITS to make cost-effective investments. Consistent with SAFETEA-LU, the Monterey Bay Area 511 Plan project supports: making 511 traveler information available to 100% of the population by 2010, improving real-time system management capabilities and deploying real-time monitoring elements, and investing in strategies that are consistent with the Strategic Highway Safety Plan.

Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency

- Reduces time lost due to delays in transit of people, agriculture products and other goods and enables products to get to the market efficiently;
- Increases visitors' satisfaction with their travel experience and ability to reach attractive destinations in the Monterey Bay Area, thereby maintaining Monterey Bay Area as a competitive tourist destination;
- Leverages technological advances to make the area more attractive to businesses, increases commuters' tools to reduce early and late arrivals by over 50%, and creates a more competitive workforce, which increases the region's overall global economic competitiveness; and,
- Increases knowledge of opportunities to convert travel time into productive time when choosing transit options, and reduces time delayed in travel, thereby increasing the time to be productive in other pursuits.

Increase the safety of the transportation system for motorized and non-motorized users

- Captures and disseminates real-time roadway information and advisories to prevent secondary collisions, and to alert motorists to avoid the impacted area; and,
- Ensures that a greater number of non-motorists can conveniently access safety information by offering a one-stop shop for comprehensive multi-modal transportation safety information.

Increase the security of the transportation system for motorized and non-motorized users

- Distributes information to large numbers of individuals quickly and simultaneously;
- Functions as a portal for up-to date information during an emergency; and,
- Maintains the security of the system by assisting in controlling access and operations on the transportation system during and following an emergency. The demand for emergency information vis-à-vis a traveler information system was demonstrated in two notable events in California: the large fires in the San Diego Area in October 2007 and the collapse of the MacArthur Maze Freeway Interchange in the Bay Area in April 2007. In these examples, the 511 system provided detailed information about freeway conditions,

transit service, detours, and carpooling options. In both instances, the calls to the 511 number and the hits to the 511 website increased by over 200%.

Increase accessibility and mobility of people and freight

- Improves access for tourists to major events by directing visitors to available parking near large attractors and informing them of transportation options for major events;
- Allows companies providing deliveries to more accurately predict delivery times, avoid congested areas or incidents, and plan more efficient routes; and,
- Reduces travel times for freight movers and travelers by providing pre-trip and en-route information about travel times to access services and destinations.

Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns

- Lowers green house gas emissions and improves air quality by reducing the number of peak period trips and vehicles idling during peak travel periods;
- Lessens frustration for travelers by enabling travelers to make the best travel choices for their circumstance;
- Improves individual's quality of life by making them aware of travel options as well as how to avoid delays caused by unexpected events;
- Advances the state goal of making 511 services available to all California residents, while employing strategies for improving transportation in California, as directed by the California Transportation Plan;
- Increases monitoring of the current transportation system and focuses on maximizing the efficiency of the transportation system, which is consistent with California Strategic Growth Plan; and,
- Supports statewide efforts focused on reducing vehicle miles traveled by shifting more trips to transit, ridesharing and other non-vehicular modes.

Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight

- Establishes a seamless connection for traveler information between multiple jurisdictions, counties and modes;
- Streamlines freight delivery and connections by informing truckers of alternative routes between regions and the location of weigh stations;
- Connects multiple transit trip planner applications and improves the ability to plan transit trips that involve multiple regions thereby improving connectivity; and,
- Links rideshare program participants in the two county area (and neighboring counties) and ensures that the Monterey Bay Area 511 System is interoperable with neighboring counties' programs.

Promote efficient system management and operation

- Increases corridor capacity through better system management by providing, real-time transportation information to travelers and increasing information available to transportation system and facility managers by increasing detection on the system; and,

- Reduces non-recurrent congestion by informing motorists of disruptions in the traffic flow, and its projected duration before leaving for a trip and en-route, thereby improving operations.

Preserve the Transportation System

- Enables travelers to utilize the transportation system while construction activities are underway and reduces traveler inconvenience associated with maintenance activities, both essential to allowing system preservation activities, by providing motorists with information about where maintenance activities are located, and potential delays.

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ATTACHMENT A-2

California Transportation Planning Goals

(From the Monterey Bay Area 511 Planning Grant Application)

The Monterey Bay Area 511 Plan advances many of the State's goals simultaneously. To achieve the State's goals, the Monterey Bay Area 511 Plan utilizes several of the strategies identified in Governor Schwarzenegger's Strategic Growth Plan related to: Intelligent Transportation Systems-Traveler Information, System Monitoring and Evaluation, and Demand Management.

Improve Mobility and Accessibility

- Reduces peak period travel and eases demand on the system by using a variety of strategies to support peoples' efforts to travel by the most efficient means possible; and,
- Improves connectivity by developing an information architecture that integrates and standardizes transportation services throughout the multi-county area, thereby providing easy movement between modes, jurisdictions, and operators.

Preserve the Transportation System

- See Federal Goal "*Preserve the Transportation System*"

Supports the Economy

- Increases the attractiveness of the Monterey Bay Area as a destination and for specific events by improving individual's travel experience and ability to access venues, as demonstrated by existing 511 programs (supporting the tourist economy in the Monterey Bay Area and California is critical considering that tourism is California's fourth-largest "employer"); and
- Ensures that agriculture (responsible for over 3.0 billion in revenues annually) and other goods move reliably and efficiently, with minimal delay, through the region by providing relevant transportation information to truckers and businesses.

Enhance Public Safety and Security

- Captures and disseminates real-time roadway information and advisories to prevent secondary collisions, and to alert motorists to avoid the impacted area;
- Increases surveillance of the transportation infrastructure, which as the dual benefit of enhancing safety and increasing security; and,
- Ensures that a greater number of non-motorists can conveniently access safety education information distributed by transportation stakeholders by planning for a one-stop shop for comprehensive multi-modal transportation information.

Reflect Community Values

- Plans for a diverse range of transportation needs and travel patterns generated by the unique land uses in the two county area. These demands stem from the fact that the Monterey Bay Area is made up of Santa Cruz County, with the second smallest land area of the state's 58 counties and the

9th highest population density, and Monterey County, rated in the top half for largest land mass and lowest population density;

- Provides solutions that meet the environmental, social, and financial constraints facing the region and thereby advancing community values; and,
- Improves interagency coordination, thereby reducing duplication, adding value to existing programs, advancing multiple agencies goals, and sharing knowledge.

Enhance the Environment

- Lowers green house gas emissions and improves air quality by reducing the number of peak period trips and vehicles idling during peak travel periods.

ATTACHMENT A-3

Project Schedule

RTC is seeking a consultant to perform the services described in this scope of work for a period of 9 months ending on November 1, 2011. The RTC is looking forward to working with a qualified contractor who will be able to meet this deadline.

November 22, 2010	Release RFP
December 6, 2010	Conduct Proposers' Conference, Santa Cruz, CA 2:00 pm PST (participation by phone and in person)
January 6, 2010	Proposals due, 4:00 pm, Pacific Standard Time
January, 2011	Select consultant
January/February 2011	Finalize contract
February, 2011	Plan development begins
May 1, 2011	Feasibility Analysis due (Administrative Draft)
August 1, 2011	Implementation Plan due (Administrative Draft)
September 1, 2011	Draft 511 Plan due and public comment period begins
September 30, 2011	Close public comment period
October, 2011	Review and consider comments
November 1, 2011	Final 511 Plan due

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APPENDIX B. LEVINE ACT STATEMENT

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

RTC's Commissioners, as of November 2010, include:

Rich Krumholz	Don Lane
Tony Campos	Antonio Rivas
Randy Johnson	Ron Graves
Dene Bustichi	Mark Stone
Kirby Nicol	Marcela Tavantzis
Ellen Pirie	Neal Coonerty
John Leopold	

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

YES NO

If yes, please identify the commissioner: _____

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

YES NO

If yes, please identify the commissioner: _____

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

Date

(signature of authorized official)

(type or write appropriate name, title)

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APPENDIX C
Certification of Restrictions on Lobbying

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

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

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

Executed this _____ day of _____, 2010.

By _____
(signature of authorized official)

(title of authorized official)

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APPENDIX D

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

Instructions for Certification:

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, RTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to RTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact RTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by RTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, RTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
Lower Tier Covered Transaction**

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

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

Date

(signature of authorized official)

(type/print name and title)

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APPENDIX E
Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____, by and between the SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, hereinafter called COMMISSION, and _____, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: 511 Traveler Information System Feasibility and Implementation Plan for Santa Cruz County Regional Transportation Commission as specified in Attachment E-1: Scope of Work, which by this reference is incorporated herein.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COMMISSION agrees to pay CONTRACTOR as follows:

A. Total payment is not to exceed _____ at the rates and conditions set forth in Attachment E-2: Fee Schedule, which by this reference is incorporated herein. This sum includes payment for taxes, insurance, and fringe benefits, as well as indirect costs, overhead and profit allowance, materials and supplies.

B. CONTRACTOR's services will be billed upon satisfactory completion of the deliverables by task described in Appendix A, in the amounts specified in Attachment E-2, and payment will be made within thirty (30) days of receipt of an acceptable invoice, approved by Project Manager. Invoice will describe the work performed, the hours worked by task, the payment requested, and the total amount previously paid under the Agreement. All invoices must be made in writing and delivered or mailed to the Project Manager at RTC.

3. TERM. The term of this contract shall be: _____ through _____.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

INDEMNIFICATION FOR DAMAGES, TAXES, AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless the COMMISSION (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COMMISSION may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property which arise out of, pertain to, or relate to CONTRACTOR'S negligence, recklessness, or

willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COMMISSION and any insurance or self-insurance maintained by COMMISSION shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COMMISSION both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____.
- 2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by the CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COMMISSION both certify to this fact by initialing here ____ / ____.
- 3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COMMISSION ____ / ____.

B. Other Insurance Provisions

1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"Santa Cruz County Regional Transportation Commission, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the Commission."

3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

**Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060**

4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COMMISSION on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

**Santa Cruz County Regional Transportation Commission
Attn: Yesenia Parra
1523 Pacific Avenue
Santa Cruz, CA 95060**

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees to the following:

The CONTRACTOR shall not on the grounds of race, color, gender, religion, national origin, ancestry, physical or mental disability, medical condition, marital status,

sexual orientation, age (over 18), veteran status, pregnancy, or any other non-merit factor unrelated to job duties discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State and local laws. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause. Consultant shall comply fully with all federal, State and local laws and regulations which prohibit discrimination.

In the event of CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations or orders, RTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with RTC.

8. DISADVANTAGED BUSINESS ENTERPRISE (DBE). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

A. This solicitation is subject to Title 49, part 26, Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the California Department of Transportation, hereafter called Department, achieves its federally mandated statewide overall DBE goal, the Department encourages the participation of Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR 26 in the performance of Agreements financed in whole or in part with Federal Funds. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. As required by federal law, the Department has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, the Department is tracking DBE participation on all Federal-aid contracts. As of this date (November 1, 2010), the Department's Race Neutral DBE Program applies to FHWA Partnership Planning administered by the California Department of Transportation. Although contracts using these funds will not have goals for DBE participation, the CONTRACTOR must still complete the form provided in Attachment E-3 even if there is no DBE participation. See Attachment E-4 for additional information about DBEs. Failure by CONTRACTOR to carry out DBE requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

9. HARASSMENT. The COMMISSION maintains a strict policy prohibiting unlawful harassment, including sexual harassment, in any form, including verbal, physical and visual harassment by any employee, supervisor, manager, officer or Board member, or agent of the employer. Vendors, contractors, and consultants shall not engage in conduct that has an effect of unreasonably interfering with a COMMISSION employee's work performance or creates an intimidating, hostile or offensive work environment.

10. FEDERAL GRANT REQUIREMENTS. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on COMMISSION as a recipient of federal funds are imposed on CONTRACTOR.

11. RESTRICTIONS ON LOBBYING. In agreements over \$100,000, CONTRACTOR is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (A copy of the required certificate is included as Attachment E-5.)

12. DEBARMENT. In contracts over \$25,000, CONTRACTOR is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included as Attachment E-6)

13. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COMMISSION have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COMMISSION. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COMMISSION agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COMMISSION has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COMMISSION may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COMMISSION supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COMMISSION; (i) CONTRACTOR and COMMISSION believe they are creating an

independent contractor relationship rather than an employer-employee relationship; and (j) The COMMISSION conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

14. NONASSIGNMENT. CONTRACTOR shall not assign the Agreement without the prior written consent of the COMMISSION.

15. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the material is prepared for and on behalf of the COMMISSION.

16. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COMMISSION, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the COMMISSION, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement. RTC officials shall have the right, at any time during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of Consultant or its subcontractors relating to this Agreement.

17. WORK PRODUCTS. All material, data, information, and written, graphic or other work produced under this agreement is subject to the unqualified and unconditional right of the SCCRTC to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the RTC is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the SCCRTC as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

18. DRUG-FREE WORKPLACE. CONTRACTOR shall comply with the provisions of Government Code § 8350 et seq., the Drug-Free Workplace Certification requirement and with the U.S. DOT regulations "Drug-Free Workplace Requirements Grants" in 49 CFR Part 29, Subpart F.

19. ATTACHMENTS. This Agreement includes the following attachments that are incorporated into and made a part of this Agreement by this reference:

- Attachment E-1:** Scope of Work
- Attachment E-2:** Project Payment Schedule
- Attachment E-3:** Local Agency Proposer DBE Information
- Attachment E-4:** Notice to Proposers DBE Information
- Attachment E-5:** Certification on Restrictions on Lobbying
- Attachment E-6:** Certification Regarding Debarment and Suspension

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

**3. SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION**

By: _____
SIGNED

PRINTED

By: _____
SIGNED

PRINTED

Company Name: _____

Address: _____

Telephone: () _____
Fax: () _____

Email: _____

2. APPROVED AS TO INSURANCE:

4. APPROVED AS TO FORM:

Administrative Services Officer

COMMISSION Counsel

DISTRIBUTION:

- *RTC Fiscal & Project Manager*
- *Contractor*

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ATTACHMENT E-1

SCOPE of WORK

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ATTACHMENT E-2

PROJECT PAYMENT SCHEDULE

<u>Task #</u>	<u>Work Performed/Deliverables (#)</u>	<u>Completion Date</u>	<u>Amount Due</u>

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Attachment E-3

Local Agency Proposer DBE Information (Consultant Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT (\$): _____

PROPOSER'S NAME: _____

WORK ITEM NO.	DESCRIPTION OR SERVICES TO BE SUBCONTRACTED (or contracted if the proposer is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified at the time proposals are due - include DBE address and phone number)	DOLLAR AMOUNT OF EACH DBE

For Local Agency to Complete:

Local Agency Contract Number: _____

Federal-Aid Project Number: _____

Federal Share: _____

Contact Award: _____

Local Agency certifies that the DBE certifications have been verified and all informations is complete and accurate.

Print Name _____ Signature _____ Date _____
 Local Agency Representative

(Area Code) Telephone Number: _____

Total Claimed DBE Participation

\$ _____
_____ %

For Caltrans Review:

Print Name _____ Signature _____ Date _____
 Caltrans District Local Assistance Engineer

Signature of Proposer

Date (Area Code) Tel. No.

Person to Contact (Please Type or Print)

Local Agency Proposer DBE Information (Consultant Contracts)
(Rev 6/27/09)

Distribution: (1) Original - Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION
(CONSULTANT CONTRACTS)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant or other contract: Local Agency, Location, Project Description, Total Contract Amount, Proposal Date, and successful Proposer's Name.

The form has a column for the Work Item Number and Description or Services to be Subcontracted to DBEs. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the prime consultant. Enter DBE prime consultant's and subconsultant's certification number. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on or before the proposals are due and include DBE address and phone number).

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

The form must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Number, Federal-aid Project Number, Federal Share, and Contract Award fields and verify that all information is complete and accurate before signing.

ATTACHMENT E-4

NOTICE TO PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Proposers are advised that, as required by federal law, the State has established a statewide overall DBE goal. The California Department of Transportation is required to report to FHWA on DBE participation for all Federal-aid contract each year so attainment efforts may be evaluated. The Agency has not established a DBE goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

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 “Agreement” also means “Contract.”
- Department also means ‘Department of Transportation’ or ‘Caltrans’
- 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.

3. SUBMISSION OF DBE INFORMATION

A “Local Agency Proposer DBE Information (Consultant Contract)” form will be included in the Agreement documents to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. 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 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.
- D. 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.
- E. 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.
- F. 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 California Unified Certification Program (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

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 from the Caltrans' Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520

6. WHEN REPORTING DBE PARTICIPATION, MATERIAL OR SUPPLIES PURCHASED FROM DBES MAY COUNT AS FOLLOWS:

- 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 DBE 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. WHEN REPORTING DBE PARTICIPATION, PARTICIPATION OF DBE TRUCKING COMPANIES MAY COUNT AS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- 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.

ATTACHMENT E-5
CERTIFICATION of RESTRICTIONS
On LOBBYING

[PLACEHOLDER]

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ATTACHMENT E-6
CERTIFICATION REGARDING
DEBARMENT and SUSPENSION

[PLACEHOLDER]