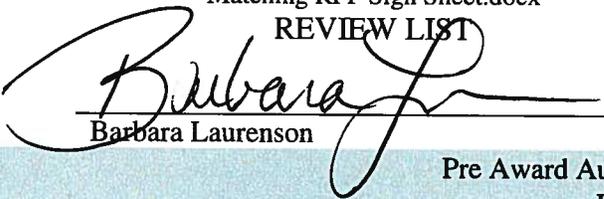


**REQUEST FOR PARTNERSHIP
APPROVAL SHEET**

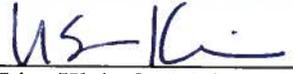
| | | | | | | | |
|--|-----|--|-----|---------------------------|-----|-----|---|
| AGENCY: | | MTC | | | | | |
| PROJECT TITLE: | | Private Sector Rideshare Applications – Cycle 2 | | | | | |
| FISCAL YEAR(S): | | FY15 to FY21 | | WORK ITEM #: 1222 | | | |
| Grant/ Allocation Name: | N/A | Grant No./ Allocation No./ Funding Source (Acctg.): | N/A | Federal Funds: | Yes | No | X |
| | | | | Public Works: | Yes | No | X |
| BUDGET AMOUNT: | | \$0 | | FUNDING SOURCE(S): | | N/A | |
| ADDENDUM NO. 1: | | \$0 | | | | | |
| ADDENDUM NO. 2: | | \$0 | | | | | |

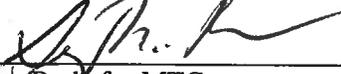
J:\CONTRACT\Procurements\Operations & Support Svcs\RFPs\ELN\Private Sector Rideshare Apps\Private Sector Matching RFP Sign Sheet.docx

REVIEW LIST

Project Manager:  Date: 10/20/15
Barbara Laurensen

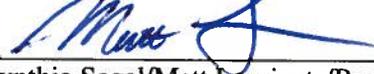
Pre Award Audit Required: Yes No
Public Works: Yes No

Section Director:  Date: 10/20/15
Lisa Klein for Melanie Crotty

Budget Review:  Date: 10/28/15
Suzanne Bode for MTC
Sonia Elsonpaty for BATA/MTC SAFE

Contract Administration:  Date: 11/5/15
Denise Rodrigues/Alice Truong/
Michael Brinton/Ryan DeCoud

IT Review: N/A Date: _____
Nick Roethel¹/Mark Dinh²

Office of the General Counsel:  Date: 11/24/15
Cynthia Segal/Matt Lavrinets/Brooke Abola

Deputy Executive Director:  Date: 11/24/15
Andrew B. Fremier³

Deputy Executive Director: N/A Date: _____
Alix Bockelman⁴

Return to Contract Administration

¹ IT review for information technology projects affecting MTC's network and computers.
² IT review for information technology projects affecting BATA's network and computers.
³ Reviews all procurements and contracts from HAO, BOO, and TCI, plus BATA-funded work.
⁴ Reviews all procurements and contracts from Planning, PAA, LPA and ATS.

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TRANSPORTATION
COMMISSION

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Executive Director

Alix Bockelman
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

December 2, 2015

REQUEST FOR PARTNERSHIP (RFP)

PRIVATE SECTOR RIDEMATCHING APPLICATIONS

NOTICE IS HEREBY GIVEN that the Metropolitan Transportation Commission (MTC) invites your firm to submit a Statement of Eligibility (SOE) to enter into a partnership under which MTC would promote private-sector ridematching applications meeting the eligibility requirements set forth in this Request for Partnership (RFP). Such promotion may assist MTC in addressing its long-term vision of transitioning rideshare services to private ridematching applications.

The documents for this project are available for download on the MTC website at <http://procurements.mtc.ca.gov/>. Potential Partners are responsible for checking the website for any Addenda issued relative to this RFP. Responses should be submitted in accordance with the instructions set forth in the RFP.

Potential Partners must submit one (1) electronic Microsoft Word and one (1) PDF version, of the SOEs by **4:00 p.m., Thursday, February 4, 2016** in accordance with the instructions included in Section VIII, Form of Statement of Eligibility (SOE) of this RFP. Other key RFP dates are listed in Section VI, Partner Selection Timetable of the RFP.

MTC Point of Contact
Barbara Laurenson, Project Manager
Metropolitan Transportation Commission
101 Eighth Street
Oakland, CA 94607-4700
E-mail: blaure@mtc.ca.gov

Thank you for your interest.

Sincerely,

DocuSigned by:
Steve Heminger
021DA2847D43405
Steve Heminger
Executive Director

SH: BL

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I. MTC AND PROJECT DESCRIPTION

A. Description of MTC

MTC was created by the California Legislature in 1970 (California Government Code § 66500 *et seq.*) to serve as the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area.

B. Project Description

MTC has managed the Regional Rideshare Program to facilitate the formation of carpools and vanpools since 1997. Through its 511 Rideshare Program contract, MTC maintains and operates an online ridematching system at <http://rideshare.511.org>. It is MTC's goal to eventually rely solely on private sector tools to facilitate matching. MTC's role will be to provide promotional and networking support to engage customers with those tools.

MTC's vision for ridematching in the Bay Area is that private sector ridematching applications will create a vast pool of riders and drivers continually matching on a dynamic, highly convenient basis, ultimately replacing the need for traditional government-supported ridematching systems.

MTC wants to assist private-sector companies in developing the critical mass of riders and drivers necessary to create a ridematching market served by a community of ridematching applications appealing to a wide array of travelers through its Regional Rideshare Program.

The objective of this RFP is to identify private-sector carpool and vanpool matching services suitable for promotion by MTC in furtherance of its vision.

MTC may select one or more ridematching services as a result of this RFP. MTC will not pay for the selected services, but will promote the services through its resources.

II. PARTNERSHIP ELIBILITY REQUIREMENTS

A. Eligibility Requirements for Entering Partnership

Potential partners must meet all of the following requirements to be considered for partnership.

- 1) Offer an existing, operational, demonstrable mobile ridematching service, serving, or intended to serve, the San Francisco Bay Area market. Services yet-to-be developed or in development are not acceptable;
- 2) Offer a service intended to serve adult travelers. SchoolPool Services designed to serve the K – 12 market are not eligible to respond to this RFP;
- 3) Offer the service via iPhone and/or Android application (“the App”);
- 4) Offer the App free to individuals and/or employers. In the case of employer tools, the offer of the free ridematching service must be not to be tied to the purchase of another product or service offered by the vendor;
- 5) If already serving the Bay Area, be actively marketing and promoting the App. If intending to serve the Bay Area, have a plan and budget to market and promote the App in the Bay Area;

- 6) Have one or more local representatives who can work collaboratively with MTC to market and promote the App;
- 7) Utilize drivers who:
 - a. Would be making the trip regardless of driving riders via the App, or
 - b. Provide rides to multiple passengers at the same time and who's service can support commute trips (i.e., ridesplitting); and
- 8) Offer a ridematching service that offers at least five of the following characteristics:
 - a. Facilitates rider/driver contact and on-going communication through the App rather than requiring phone or email contact between parties,
 - b. Automates payment, directions, and pick-up/drop-off locations through the App,
 - c. Provides automated rider/driver arrival timing and location information,
 - d. Confirms occupancy via cell phone location,
 - e. Facilitates both real-time trips and advance-planned trips,
 - f. Provides users the flexibility to use different pools within the course of the same day,
 - g. Eliminates the need to "select" from a list but rather provides a "ride/drive appointment",
 - h. Rates passengers/drivers,
 - i. Provides photos of vehicles, or
 - j. Other characteristics that make it less intimidating and more convenient to carpool.

B. Eligibility Requirements for Continued Partnership

To maintain the partnership, the firm must continue to fulfill the following conditions for eligibility:

- 1) Continue to meet the requirements described in Section II.A.
- 2) Provide and maintain a project contact.
- 3) Respond promptly to MTC communication (emails, phone calls, etc.).
- 4) Support and maintain the App for download via iPhone and/or Android stores ("App Stores").
- 5) Maintain and honor a privacy policy; provide the policy to customers on the product website, the App Stores, and/or within the App.
- 6) Market the App independent of the relationship with 511 SF Bay to optimize customer service and maximize the participant base.
- 7) In advance of any use of a name or logo associated with MTC (e.g., 511 SF Bay, MTC, BATA, FasTrak®, Bay Area Express Lanes, etc.) that communicates a relationship between the App and any of these entities, seek approval for use from the MTC Project Manager prior to release of the communication and at least two weeks in advance of release. Acknowledge that 511 SF Bay is an entity separate from the App.
- 8) Provide MTC, and/or its 511 Rideshare Program contractor, a quarterly report for product use within the 9-county Bay Area that includes, at a minimum:
 - a. The number of App downloads (new registrants) and number referred by an MTC promotional effort;
 - b. Total registered users and number referred by an MTC promotional effort;
 - c. The number of carpool trips taken (all users and those referred by MTC)
 - d. VMT of carpool trips (all users and those referred by MTC)
 - e. Average vehicle occupancy (all users and those referred by MTC)
 - f. Data that is aggregated to protect privacy. MTC will work with the partner to develop the reporting format, which may change over the course of the agreement.

III. MTC'S CONTRIBUTION

MTC's obligation will be to promote the one or more App(s) primarily through its [Rideshare Program](#) and possibly through other programs, such as [express lanes](#). MTC's services may include, but not be limited to, the following:

- 1) Feature selected private-sector mobile services through 511 (mainly 511.rideshare.org) on a rotational or on-going basis (e.g., image carousel, promo boxes). The 511.rideshare.org page is visited by ten- to fifteen-thousand unique users each month.
- 2) As feasible (based on technology, cost, privacy and other potential constraints), accept the App's data feed to provide potential matches found in the App's database as part of the matches delivered by the rideshare program. Identify those matches as coming from the App and direct 511 users to sign up via the App.
- 3) Feature the App's data, as feasible based on privacy, technology and other potential constraints, in a 511-provided "Kayak" style ridematching tool and/or share 511 data to be featured in another providers "Kayak" style tool.
- 4) Issue a 511 press release at the start of the agreement discussing the partnership.
- 5) Issue press releases at various times, when the App meets certain milestones (e.g., downloads).
- 6) Promote the App through outreach conducted by the rideshare contractor, including distributing collateral material provided by the App firm.*
- 7) Promote the App through 511 social media on a rotational and newsworthy basis.
- 8) Promote the App through MTC's future express lanes outreach.
- 9) Encourage visitors to 511 Rideshare to "Augment their ridematching capabilities by downloading the App additional ridematching opportunities."
- 10) E-mail commuters in the 511 Ridematch database informing registrants of the App that can be used to supplement and enhance their efforts to find ridematches.
- 11) Incentivize commuters in the 511 Ridematch database to register for the App.
- 12) Conduct "placement calls" to commuters in the 511 ridematch database informing registrants of the App that can be used to supplement and enhance their efforts to find ridematches.*
- 13) Add language or links on the 511 ridematch registration page allowing 511 registrants to also register with Apps.
- 14) Work with PARTNER to develop additional ideas for promotion.
- 15) Offer App users incentives (financial or other) to encourage App use.
- 16) Provide future 511 Ridematch registrants the option to have their data shared with Partners at the time a person registers with 511 Ridematch. MTC will notify 511 Ridematching registrants that the data of those selecting this option will no longer be protected by the 511 privacy policy and will be subject to the privacy policy of the various Partners.

* Not necessarily available after June 30, 2016.

MTC is not obligated to provide all of the items listed above or to provide the items listed above equally and/or simultaneously to selected partners.

IV. PERIOD OF PERFORMANCE, BUDGET AND INFORMATION MEETINGS

A. Period of Performance

The initial partnership period will be one year from contact execution, as long as the requirements for continued partnership eligibility described in Section II.B are fulfilled. By mutual agreement, the partnership may be extended beyond the initial term in increments of MTC's choosing.

B. Budget

MTC has budgeted zero dollars (\$0) for this effort. MTC's contribution to the Project, in lieu of cash, will be to promote the service as described in Section III, MTC's Contribution.

MTC will host information meetings in advance of submission due dates. Potential Partners are highly encouraged to attend to ask questions about this RFP and SOE requirements, but attendance is not necessary in order to submit an SOE. See Section VI, Partner Selection Timeline for information about meeting dates, times and location.

V. INFORMATION SESSION AND REQUESTS FOR CLARIFICATION OR EXCEPTIONS

MTC will host a non-mandatory information session to answer questions from those interested in this partnership opportunity on Wednesday, December 9, 2015 from 2:30 p.m. to 4:00 p.m. in the Fishbowl Conference Room at MTC's offices at 101 8th Street, Oakland, CA 94607.

Any addenda will be posted on MTC's website. All potential Partners are responsible for checking the website for any addenda to this RFP.

Any requests for clarification of, or exceptions to, RFP requirements must be received by MTC no later than the dates established in Section VI, Partner Selection Timetable, to guarantee response or consideration. MTC reserves the right to reject any proposal that contains unauthorized conditions or exceptions.

VI. PARTNER SELECTION TIMETABLE

MTC intends to evaluate partnership opportunities multiple times. This RFP sets out the dates for the second evaluation cycle. Additional SOE submittal dates may be announced in the future.

| | |
|--|---|
| Information Session, 101 8th St., Oakland, Fishbowl Conference Room | 2:30 p.m. – 4:00 p.m., on Wednesday, December 9, 2015 |
| Closing date/time for receipt of requests for modifications/exceptions | 4:00 p.m., on Wednesday December 16, 2015 |
| Deadline for protesting RFP provisions | 4:00 p.m., on Monday, February 1, 2016 |
| Cycle 2 Closing date/time for receipt of SOEs | 4:00 p.m., Thursday, February 4, 2016 |
| Interviews/Discussions/Product Demonstrations (if held) | On a rolling basis as SOEs are received through the week of February 18, 2016 |
| Partnership Determination and Execution of Contract* | On a rolling basis as SOEs are evaluated up through the week of February 25, 2016 |

**Interview and Approval/Execution of Contract dates are approximates and are subject to change before or after the closing date of the RFP.*

As this is Cycle 2, potential Partners that submitted under Cycle 1 may submit a similar SOE to their Cycle 1 submission. SOEs received before the deadlines described in the timetable above will be evaluated as they are received and demonstrations, if needed, will be held as soon as they can be scheduled.

VII. SUBMITTAL OF STATEMENT OF ELIGIBILITY (SOE)

- Interested potential Partners must submit one electronic Microsoft Word and PDF version, of their Statement of Eligibility (SOE) **by 4:00 p.m., Thursday February 4, 2016**. The electronic Microsoft Word and PDF SOE may be submitted in one of the following ways:
 - A memory stick delivered to MTC's offices
 - Email submitted to blaure@mtc.ca.gov
 - An electronic file sharing service.
- SOEs will be received **no later than the date and time indicated**. MTC is not responsible for deliveries delayed for any reason including technical issues that may prevent successful delivery by the required submittal date and time. Any SOEs received after the date and time or at a place other than the stated address may be resubmitted under a future SOE evaluation cycle, once scheduled and announced by MTC.
- Partner agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a SOE.
- A signed SOE submitted to MTC in response to this RFP shall constitute a binding offer from Partner to contract with MTC according to the terms of the SOE for a period of one hundred twenty (120) days after the proposals are due to MTC.
- A SOE may be withdrawn at any time before the date and time when SOEs are due by submitting a written request for its withdrawal to the MTC Project Manager.
- This RFP does not commit MTC to award a contract or to pay any costs incurred in the preparation of a SOE in response to this RFP.

7. Only one SOE will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
8. MTC reserves the right to accept or reject all SOEs submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.
9. MTC reserves the right in its sole discretion not to enter into any contract as a result of this RFP.
10. If a selected potential Partner fails to enter into a contract with MTC in a timely manner as determined by MTC, in accordance with the terms and conditions of this RFP, MTC reserves the right to reject the SOE.

VIII. FORM OF STATEMENT OF ELIGIBILITY (SOE)

SOEs must include a statement that the person or persons signing the SOE is/are authorized to authorize and submit the SOE on behalf of the potential Partner.

Potential Partners must provide the information listed below. Any material deviation from these requirements may be cause for rejection of the SOE, as determined in MTC's sole discretion.

A. Transmittal Letter

SOEs must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. Include the name of the potential Partner's firm, local address, telephone number, name of contact person, contact person's email address, and the date. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the potential Partner's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of any addendum to the RFP. Indicate that the SOE is a firm offer to enter into a contract to perform work related to this RFP for a period of one hundred twenty (120) days from the due date for SOEs. (Not to exceed 1 page)

B. Ridematching App and Developer Description

Please provide the following information about the App and its developer:

- Purpose and general functionality,
- Unique app features,
- Existing service areas and launch dates by service area,
- Number of registered users and number of rides given/received in the last year or month by service area (per data availability),
- Website address,
- Availability in app stores,
- Link to the App privacy policy,
- Rider fees and driver financial benefits,
- The long-term plan for firm financial stability,
- Firm (or person/group) that developed, operates and maintains the ridematching app

- Firm/developer location,
- Staffing to support the App and where they are located,
- Years in business,
- Website address, if different than that of the App,
- Other projects or products, and
- Additional information you wish to provide

C. Marketing and Promotional Strategies

Briefly describe the marketing and promotional efforts you are implementing in the Bay Area, or plan to implement in the Bay Area to encourage usage of your App. Describe what has worked well or less well. Describe any lessons learned from your experience in the Bay Area or elsewhere. If you would like, you may also propose ideas - in addition to those described in Section III, MTC's Contribution - for how to leverage a partnership with MTC to encourage the use of the app to form and sustain carpooling behavior.

D. Qualifications

Describe how the firm/product meets Partnership requirements listed in Section II.A, Eligibility Requirements for Entering Partnership. Potential Partners are also welcome to provide a video demonstration of the product identifying how it meets the minimum qualifications.

E. Staff Profiles/Resumes

Describe the professional experience of the key staff who developed and support the App. Resumes may be provided in lieu or in addition to the description. Identify the staff who will be contacts for MTC.

F. Partner Requirements of MTC

Describe any requirements you will seek from MTC (e.g., signing of non-disclosure agreements or Personally Identifiable Information policies). Explain why you would ask MTC to agree these and the limitations of the partnership if MTC could not sign them. Copies of the agreement/policy language must be included in the SOE.

G. California Levine Act Statement

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

IX. STATEMENT OF ELIGIBILITY (SOE) REVIEW

A. Partnership Review

MTC staff and rideshare program contractor staff from MTC's technical advisor contractor, (Parsons Brinckerhoff), will review the SOEs and make a yes/no determination of the following three factors. Once a "no" determination is made, the SOE will not be evaluated further.

1. Does the potential Partner meet the requirements set out in Section II.A, Eligibility Requirements for Entering Partnership of this RFP?

2. Does the potential Partner have the characteristics required to meet the requirements for continued Partnership listed in Section II.B Eligibility Requirements for Continued Partnership?
3. Does MTC anticipate being able to comply with the requirements (if any) the potential Partner is asking of MTC as described in the SOE?

B. Interviews/Product Demonstrations

Following the initial evaluation, MTC staff may request developers to demonstrate their products in person or make arrangements for MTC and PB staff to use the App to take a trip. MTC may select partners regardless whether the firm has been asked to attend an interview and/or to demonstrate its product.

C. Partnership Approval

MTC will agree to enter into partnerships with Partners whose Apps meet the review requirements listed above as demonstrated by the SOE and the interview/demonstration, if conducted. MTC may agree to enter into partnership with a potential Partner based just on the SOE and without an interview or product demonstration.

X. GENERAL CONDITIONS

A. Partnership Approval

If a potential Partner fails to enter into a contract with MTC in a timely manner as determined by MTC, in accordance with the terms and conditions of this RFP, MTC reserves the right to reject the SOE of the selected firm.

B. Contract Arrangements

MTC's Standard Partner Letter Contract is attached as *Appendix B*. If a potential Partner wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions. If no such change is requested, the potential Partner will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with Section IX.C below.

C. Selection Disputes

A potential Partner 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 Partner on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than 4:00 p.m. on the third business day prior to the date SOEs are due, for objections to RFP provisions; or

2. No later than 4:00 p.m. on the third business day after the date the firm is notified that it did not meet the eligibility requirements or was found to be non-responsive; or
3. No later than 4:00 p.m. on the third business day after the date on which the firm is notified that it was not selected for Partnership.

Except with regard to initial determinations of eligibility requirements, the SOE review shall remain confidential until the MTC Executive Director authorizes award.

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

The Section Director responsible for the RFP will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization of a Partnership 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 MTC Section Director.

Should the potential Partner wish to appeal the decision of the MTC Section Director, it may file a written appeal with the MTC Executive Director, no later than 4:00 p.m. on the third business day after receipt of the written response from the MTC Section Director. The MTC Executive Director's decision will be the final MTC decision.

D. Public Records

This RFP and any material submitted in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of proposals submitted to MTC will be made available for inspection consistent with its policy regarding Public Records Act requests.

If the potential Partner believes any SOE content contains trade secrets or other proprietary information that the potential Partner believes would cause substantial injury to the potential Partner's competitive position if disclosed, the potential Partner shall require that MTC withhold from disclosure such proprietary materials by marking each page containing propriety information as confidential and shall include the following notice at the front of its SOE:

“The data on the following pages of this SOE, marked along the right margin with a vertical line, contain technical or financial information which are trade secrets and/or which, if disclosed, would cause substantial injury to the potential Partner's competitive position. The potential Partner requests that such data be used for review by MTC only, but understands that exemption from disclosure will be limited by MTC's obligations under the California Public Records Act. If a contract is awarded to the potential Partner submitting this proposal, MTC shall have the right to use or disclose the data, unless otherwise provided by law. [List pages].”

Failure to include this notice with relevant page numbers shall render any “confidential/proprietary” markings inadequate. Individual pages shall accordingly not be treated confidentially. **Any language**

purporting to render the entire SOE confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the potential Partner may not designate any required SOE forms as confidential.

In the event properly marked data is requested pursuant to the California Public Records Act, the potential Partner will be advised of the request. If the Proposal requests that MTC withhold such data from disclosure and MTC complies with the potential Partner's request, the potential Partner shall assume all responsibility for any challenges resulting from the non-disclosure; indemnify MTC and hold it harmless from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting such potential Partner information) and pay any and all costs and expenses relating to the withholding of the potential Partner information.

If the potential Partner does not mark each page containing proprietary information as confidential, does not include the statement described above at the front of its SOE, and does not request that MTC withhold information marked as confidential and requested under the California Public Records Act, MTC shall have no obligation to withhold the information from disclosure, and the potential Partner shall not have a right to make a claim or maintain any legal action against MTC or its commissioners, officers, employees, or agents in connection with such disclosure.

E. Conflicts Of Interest

By submitting a SOE, the potential Partner represents and warrants that no commissioner, officer or employee of MTC is in any manner interested directly or indirectly in the SOE or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

The potential Partner further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFP and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Whenever MTC is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the potential Partner, and if so, whether any potential bias can be mitigated acceptably by MTC and the potential Partner. After award, the PARTNER shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other MTC solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

Potential Partner shall not engage the services of any subcontractor or independent contractor on any work related to this Agreement if the subcontractor or independent contractor, or any employee of the

subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

F. Personally Identifiable Information

MTC shall be solely responsible for obtaining all necessary consent and permission from its clients for MTC to send such clients' PII to Partners to be entered into Partners' ridematching databases.

XI. APPENDIX A, CALIFORNIA LEVINE ACT STATEMENT

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

MTC’s commissioners include:

| | | |
|---------------------|-------------------|---------------------|
| Alicia C. Aguirre | Federal D. Glover | Julie Pierce |
| Tom Azumbrado | Scott Haggerty | Libby Schaaf |
| Jason Baker | Anne W. Halsted | Bijan Sartipi |
| Tom Bates | Steve Kinsey | James P. Spering |
| David Campos | Sam Liccardo | Adrienne J. Tissier |
| Dave Cortese | Mark Luce | Scott Wiener |
| Dorene M. Giacomini | Jake Mackenzie | Amy Rein Worth |

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

YES NO

If yes, please identify the commissioner: _____

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

YES NO

If yes, please identify the commissioner: _____

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

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

XII. APPENDIX B, MTC NO-COST CONTRACT

Date

Address

RE: Professional Services Agreement

Dear _____:

This letter, effective as of _____ ("Effective Date") is the agreement between _____ ("PARTNER") and the Metropolitan Transportation Commission ("MTC") for the performance of professional services in connection with ridematching ("Agreement").

1. PARTNER shall meet the Requirements for Partnership specified in Attachment B-1, attached hereto and incorporated herein by this reference.
2. Partner's work under this Agreement will be performed under the direction of _____ or a designated representative (herein "MTC Project Manager") who will approve a work plan prior to PARTNER beginning work.
3. PARTNER will not be monetarily compensated for its services. MTC will instead contribute the services described in Attachment B-2, MTC Contribution.
4. The term of the Agreement shall begin on the Effective Date and conclude on _____, unless either party terminates the Agreement earlier as provided below. By mutual agreement, the partnership may be extended beyond the initial term in increments of MTC's choosing.
5. Either party may terminate the Agreement without cause upon thirty (30) days' prior written notice. If PARTNER fails to perform as specified in the Agreement, MTC may terminate the Agreement for cause by advance 10-day written notice, providing PARTNER with the opportunity to cure the default or present an acceptable plan for cure within the 10-day period. At the end of the 10-day period, if the default has not been cured or an acceptable plan of cure presented, MTC may issue a notice of termination for default, effective immediately.

of the Scope of Work of the Project, is conferred or implied by your use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by PARTNER in the context of the Project shall be the property of MTC and subject to the provisions of the following paragraph.

10. Either party (the “Disclosing Party”) may be required to make available to the other party (the “Receiving Party”) certain confidential, non-public or proprietary information (“Confidential Information”) for purposes of carrying out the Project. Confidential Information may be tangible, intangible, visual, oral, written, and/or electronic information, present or future, and includes: (i) proprietary information learned through inspection of drawings, specifications or equipment; (ii) descriptions of proprietary processes, designs, functionality or know-how; (iii) proprietary software, programming data, code or information; and (iv) other information disclosed in writing and marked as “Confidential” or with a similar notice. As between MTC and PARTNER, Confidential Information shall remain the sole and exclusive property of the Disclosing Party, and no license or other rights to Confidential Information or any works deriving from Confidential Information is granted or implied hereby. Confidential Information does not include information that: a) is now or subsequently becomes generally available to the public through no fault of the Receiving Party; b) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party or its contractors, vendors or licensors; c) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it; or d) is required to be disclosed by law or applicable legal process. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding at the Disclosing Party’s expense. The Receiving Party agrees to take all necessary and reasonable precautions to maintain the confidentiality of Confidential Information and agrees not to use, copy, distribute or disclose such Confidential Information except for the business purpose underlying this Agreement, except as authorized in writing by the Disclosing Party. The Receiving Party further agrees to disclose Confidential Information only to its directors, officers, employees and consultants who need to know such information, and who have agreed to be bound by the terms and conditions of this Agreement. Promptly upon the request of the Disclosing Party, at any time and for any reason, the Receiving Party shall destroy or return to the Disclosing Party, at the Disclosing Party’s option, all documents, computer files and other tangible materials that contain Confidential Information. These

obligations survive the termination of this Agreement, unless otherwise agreed in writing by the Disclosing Party.

11. All right, title, and interest, including copyright interests and any other intellectual property, in and to the software and any other programs, systems, data, or materials produced or provided by PARTNER under this Agreement shall be vested in and be the property of PARTNER. PARTNER agrees to provide MTC with a royalty-free, nontransferable internal use license in such software deliverables for the duration of the project. Any and all data collected as part of this project shall be shared as legally allowed with full respect to then current Terms and Conditions of each other's offerings. MTC will retain a perpetual, royalty free license to any aggregate data, and user information, collected during the term of this Agreement. MTC, and Parsons Brinckerhoff, and their employees, agree to be bound by the 511 Privacy Policy (<http://511.org/privacy.asp>) and Terms of Use (<http://511.org/terms.asp>).
12. PARTNER agrees to retain all documents, working papers, records, accounts and other materials relating to its performance under the Agreement for four years following the fiscal year of the last expenditure under the Agreement or until completion of any litigation, claim or audit, whichever is longer, and MTC may inspect and audit such records during that period of time.
13. No member, officer, employee or agent of MTC, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, *et seq.* and 87100 *et seq.*, direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, PARTNER further covenants that it has made a complete disclosure to MTC of all facts of which it is aware upon due inquiry bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of MTC (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC.
14. PARTNER shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render

impartial assistance or advice to MTC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement. PARTNER shall not engage the services of any subconsultant or independent contractor on any work related to this Agreement if the subconsultant or independent contractor, or any employee of the subconsultant or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement. If at any time during the term of this Agreement, PARTNER becomes aware of an organizational conflict of interest in connection with the work performed hereunder, PARTNER shall immediately provide MTC with written notice of the facts and circumstances giving rise to this organizational conflict of interest. PARTNER's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, MTC becomes aware of an organizational conflict of interest in connection with PARTNER's performance of the work hereunder, MTC shall similarly notify PARTNER. In the event a conflict is presented, whether disclosed by PARTNER or discovered by MTC, MTC will consider the conflict presented and any alternatives proposed and meet with PARTNER to determine an appropriate course of action. MTC's determination as to the manner in which to address the conflict shall be final.

15. Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between MTC and PARTNER that cannot be resolved through the informal, good faith efforts of the parties may, by specific agreement of the parties, be submitted to alternative dispute resolution (that is, mediation or arbitration) with the parameters for such dispute resolution being agreed to by the parties at the time. If a dispute is not resolved through discussion or the parties do not agree to alternative dispute resolution, either party may pursue available legal remedies in a California State or Federal court of competent jurisdiction. PARTNER must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action. The prevailing party in any dispute shall be entitled to payment of its attorneys' fees and costs. This section shall survive the termination or expiration of the Agreement.
16. All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the State.

17. PARTNER will not assign or subcontract any part of the Agreement without the prior written consent of MTC, and any attempt to do so will be void and unenforceable, provided that PARTNER may assign this Agreement without consent to a successor to all or substantially all of its assets or business to which this Agreement relates.
18. This Agreement constitutes the complete agreement between the parties and supersedes any prior written or oral communications. Any amendment of the Agreement must be in writing, specifically identified as an amendment to the Agreement, and signed by both PARTNER and the Executive Director of MTC, or his designated representative. The Project Manager is not a designated representative, for purposes of approving an amendment.

If you agree, please sign both copies of this letter in the space provided below and return one to us. The other copy is for your files.

Very truly yours,

Steve Heminger
Executive Director

Accepted and Agreed to _____ day of _____, 2015.

Name

ATTACHMENT B-1, REQUIREMENTS FOR PARTNERSHIP

Partners must meet all of the following requirements to maintain the partnership established by this agreement.

- 1) Offer an existing, operational, mobile ridematching service in the San Francisco Bay Area;
- 2) Offer the service via iPhone and/or Android application (“the App”);
- 3) Offer the App free to individuals and/or employers. In the case of employer tools, the offer of the free ridematching service must be not to be tied to the purchase of another product or service offered by the vendor;
- 4) Utilize drivers who:
 - a. Would be making the trip *regardless* of driving riders via the app, or
 - b. Provide rides to multiple passengers and who’s service can support commute trips (i.e., ridesplitting); and
- 5) Offer a ridematching service that offers at least five of the following characteristics:
 - a. Facilitates rider/driver contact and on-going communication through the app rather than requiring phone or email contact between parties,
 - b. Automates payment, directions, and pick-up/drop-off locations through the app,
 - c. Provides automated rider/driver arrival timing and location information,
 - d. Confirms occupancy via cell phone location,
 - e. Vets drivers’ records,
 - f. Facilitates both real-time trips and advance-planned trips,
 - g. Provides users the flexibility to use different pools within the course of the same day,
 - h. Eliminates the need to “select” from a list but rather provides a “ride/drive appointment”,
 - i. Rates passengers/drivers,
 - j. Provides photos of vehicles, or
 - k. Other characteristics that make it less intimidating and more convenient to carpool.
- 9) Provide and maintain a project contact.
- 10) Respond to MTC communication (emails, phone calls, etc.).
- 11) Support and maintain the App for download via iPhone and/or Android stores (“App Stores”).
- 12) Maintain and honor a privacy policy; provide the policy to customers on the product website, the App Stores, and/or within the App.
- 13) Market the App independent of the relationship with 511 SF Bay to optimize customer service and maximize the participant base.
- 14) In advance of any use of a name or logo associated with MTC (e.g., 511 SF Bay, MTC, BATA, FasTrak®, Bay Area Express Lanes, etc.) that communicates a relationship between the App and any of these entities, seek approval for use from the MTC Project Manager prior to release of the communication and at least two weeks in advance of release. Acknowledge that 511 SF Bay is an entity separate from the App.
- 15) Provide MTC, and/or its 511 Rideshare Program contractor, a quarterly report for product use within the 9-county Bay Area that includes, at a minimum:

- a. The number of App downloads (new registrants) and number referred by an MTC promotional effort;
- b. Total registered users and number referred by an MTC promotional effort;
- c. The number of carpool trips taken (all users and those referred by MTC)
- d. VMT of carpool trips (all users and those referred by MTC)
- e. Average vehicle occupancy (all users and those referred by MTC)

Data shall be provided in aggregate to protect privacy. MTC will work with the partner to develop the reporting format, which may change over the course of the agreement.

ATTACHMENT B-2, MTC'S CONTRIBUTION

MTC's may promote the App primarily through its [Rideshare Program](#) and possibly through other programs, such as [express lanes](#) as follows. MTC is not obligated to provide all of the items listed below.

- Feature selected private-sector mobile services through 511.(mainly 511.rideshare.org) on a rotational or on-going basis (e.g., image carousel, promo boxes). The 511.rideshare.org page is visited by ten- to fifteen-thousand unique users each month.
- As feasible (based on technology, cost, privacy and other potential constraints), accept the App's data feed to provide potential matches found in the App's database as part of the matches delivered by the rideshare program. Identify those matches as coming from the App and direct 511 users to sign up via the App.
- Feature the App's data, as feasible based on privacy, technology and other potential constraints, in a 511-provided "Kayak" style ridematching tool and/or share 511 data to be featured in another providers "Kayak" style tool.
- Issue a 511 press release at the start of the agreement discussing the partnership.
- Issue press releases at various times, when the App meets certain milestones (e.g., downloads).
- Promote the App through outreach conducted by the rideshare contractor, including distributing collateral material provided by the App firm.*
- Promote the App through 511 social media on a rotational and newsworthy basis.
- Promote the App through MTC's future express lanes outreach.
- Encourage visitors to 511 Rideshare to "Augment their ridematching capabilities by downloading the App additional ridematching opportunities."
- E-mail commuters in the 511 Ridematch database informing registrants of the App that can be used to supplement and enhance their efforts to find ridematches.
- Incentivize commuters in the 511 Ridematch database to register for the App.
- Conduct "placement calls" to commuters in the 511 ridematch database informing registrants of the App that can be used to supplement and enhance their efforts to find ridematches.*
- Add language or links on the 511 ridematch registration page allowing 511 registrants to also register with Apps.
- Work with PARTNER to develop additional ideas for promotion.
- Offer App users incentives (financial or other) to encourage App use.

* Not necessarily available after June 30, 2016.