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COMMISSION

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Adrienne J. Tissier, Chair
San Mateo County

June 15, 2012

Amy Rein Worth, Vice Chair
Cities of Contra Costa County

**REQUEST FOR PROPOSAL
TRAFFIC ADVISORY MOBILE DEVICE APPLICATION
FOR 511 SF BAY**

Tom Azumbrado
U.S. Department of Housing
and Urban Development

Tom Bates
Cities of Alameda County

David Campos
City and County of San Francisco

Dave Cortese
Santa Clara County

Bill Dodd
Napa County and Cities

Dorene M. Giacomini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Dear Consultant:

The Metropolitan Transportation Commission (“MTC”) invites your firm to submit a proposal to provide a traffic advisory mobile device application that will use MTC’s 511 SF Bay data. The successful firm’s application will provide alerts of real-time traffic incidents per the location and travel direction of a driver, as well as slowdowns that may or may not be tied to incidents. MTC will not pay for the app, but will promote and brand the app as a “511 SF Bay Traffic Advisory App” to provide maximum exposure.

Mark Green
Association of Bay Area Governments

Scott Haggerty
Alameda County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Steve Kinsey
Marin County and Cities

Sam Licardo
Cities of Santa Clara County

Jake Mackenzie
Sonoma County and Cities

Kevin Mullin
Cities of San Mateo County

Bijan Sartipi
State Business, Transportation
and Housing Agency

James P. Spering
Solano County and Cities

Scott Wiener
San Francisco Mayor’s Appointee

Steve Heminger
Executive Director

Ann Flemer
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

This letter, together with its appendices, comprises the Request for Proposal (RFP) for a Traffic Advisory Mobile Device Application that will use 511 SF Bay data (also, the “App”). You may also download a copy of the RFP from MTC’s website at <http://procurements.mtc.ca.gov/>. Responses should be submitted in accordance with the instructions set forth in this RFP.

I. Proposal Due Date

Interested firms must submit one (1) hard copy and a pdf of their written proposal (on a CD or thumb drive) no later than **12:00 pm, Thursday, July 12, 2012**. *Proposals received after that date and time will not be evaluated.* **Submission of an electronic proposal only will not satisfy submission requirements.** Proposals shall be considered firm offers to provide the services described for a period of ninety (90) days from the time of submittal.

II. MTC Point of Contact

Barbara Laurenson will be MTC’s Project Manager and point of contact for this contract. Proposals and all inquiries relating to this RFP shall be submitted to Barbara Laurenson, Project Manager, at the address shown below. For telephone inquiries, call (510) 817-5849. E-mail inquiries may be directed to blaurenson@mtc.ca.gov.

Barbara Laurenson Project Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700

III. Background

MTC is the regional transportation planning agency and the Metropolitan Planning Organization (MPO) for the nine-county San Francisco Bay Area, with statutory responsibilities for coordinating transit services in the region. MTC manages the 511 Traveler Information Program to provide coordinated information about the public's travel choices and to fulfill the following mission:

The mission of 511 is to cost-effectively collect, process and disseminate data to provide premier multi-modal traveler information and services that are useful, accurate, and reliable.

The 511 Traveler Information Program is a partnership among MTC, Caltrans, the California Highway Patrol (CHP), and many of the region's transit and paratransit operators. The program provides traffic, transit, ridesharing, bicycling, and parking information on the phone (511) and web (511.org). Select features are also available via mobile web (m.511.org), app (511 Transit) and text messaging.

IV. Project Objectives and Description

The objective of this RFP is to identify an existing software application for mobile devices that substantially provides the qualities that MTC desires to provide drivers with location-aware, real-time traffic advisories in the San Francisco Bay Area at no additional cost to MTC (the "Project"). MTC desires that the App alerts users of real-time traffic incidents per the location and travel direction of a driver, as well as slowdowns that may or may not be tied to incidents. The App must minimize driver distraction; be easy to use; deliver succinct, uncluttered advisories; have an appealing, customizable appearance; work on multiple platforms; provide user flexibility; customize and streamline available data to provide information quickly to users; be well supported; be reliable and accurate; and function as promised.

If the App is in use elsewhere, it must receive positive reviews from its clients. Upon implementation in the San Francisco Bay Area, the App must use MTC's 511 SF Bay data, available through 511 SF Bay data feeds, to produce its traveler information. Additional data (e.g., local attractions) may be used to complement the 511 SF Bay data. MTC will promote and brand the App as a "511 Traffic Advisory App" to provide maximum exposure.

V. Scope of Work, Schedule and MTC Contribution

The preliminary scope of work for the Project is provided in *Appendix A, Preliminary Scope of Work*. The selected proposer will be expected to perform all work and analysis necessary to complete the Preliminary Scope of Work. MTC expects the App to be running as a 511 SF Bay App within three (3) months of contract execution. MTC's contribution to the Project, in lieu of cash, will be to promote the App for twelve (12) months, with the option, at MTC's sole discretion, to continue the App's promotion for two (2) additional years. The details of MTC's contribution to the Project are listed in *Appendix A-1, MTC Contributions*.

Please note that MTC's 511 data feeds and APIs are not offered exclusively through this RFP. Any person or firm may sign one or more of MTC's data feed agreements to obtain 511 SF Bay data. MTC will exclusively promote the selected App as "the 511 Traffic Advisory App". MTC

may also promote apps serving *other* traveler purposes (e.g., location-based transit information, carpool matching, driving times, etc).

VI. Requests for Clarification or Exceptions

Any addenda will be posted on MTC's website at <http://www.mtc.ca.gov/jobs/contracts/>. All potential proposers are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by MTC no later than 4:00 p.m., on Thursday, June 21, 2012 to guarantee response or consideration.

VII. Minimum Requirements

Proposers must demonstrate that their proposed App meets the following Minimum Requirements to be eligible for consideration for this Project:

- At the time of proposal submittal, the App must exist and be demonstrable, as opposed to being a concept to be developed;
- Announces real-time traffic incidents and slowdowns per the location and travel direction of a driver;
- Is hands-free and eyes-free while driving; and
- Is available on both iPhone and Android platforms.

VIII. Proposal Content

Proposals should include all of the following information:

- A. A Transmittal Letter signed by an official authorized to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signature. Include this RFP title, the name of the proposer's firm, address, and the date. Include a statement that the proposal shall be binding upon the proposal for ninety (90) days after its submission.
- B. Application Description
 1. Describe the proposed App's purpose, functionality, value to 511 SF Bay customers, and limitations.
 2. Explain how the proposed App meets MTC's Minimum Requirements.
 3. Explain how the proposed App meets each of MTC's objectives described in Section IV above.
 4. Discuss any assumptions you have made about the performance of your proposed App in the San Francisco Bay Area or about 511 SF Bay data.
 5. Discuss your expectations and/or additional ideas you have about how the App can be promoted by MTC and/or the proposer.

C. Preliminary Work Plan: Referring to the preliminary scope of work described in *Appendix A*, Preliminary Scope of Work:

1. *Optional*: Propose any changes or additional tasks or sub-tasks the Contractor believes necessary to accomplish the project objectives.
2. Identify and explain any problem areas, potential obstacles or risk (such as data concerns, staff availability, support, etc.) to successful completion of the Preliminary Scope of Work, attached as *Appendix A*.
3. Discuss how you will support and maintain the mobile service, including a description of the maintenance standards and service levels you would commit to.
4. Discuss how you will maintain the App's free delivery to MTC (e.g. maintenance of sponsorship relationships, App sales). If proposing a sponsored App, describe how your sponsor meets (or will meet) the 511 Advertising Content Guidelines provided in *Appendix D*, Proposal Advertising Content Guidelines.

E. Link to Application

Provide a web link to your proposed App to allow MTC to download the App on iPhone and Android, or provide a file allowing MTC to download a test version. The linked App should demonstrate the App's functionality and that the App functions as proposed. If the App is available for purchase only, provide a promotional code to allow MTC to download it free of charge.

Proposers, at their discretion, may obtain 511 SF Bay data to showcase how the App would function in the Bay Area. 511 SF Bay data feeds and APIs are available at <http://511.org/developer-resources.asp>.

F. Video of Your Application

Provide electronic access to a video of your App that demonstrates navigation and functionality, including use of the App in real-world conditions with live traffic data and other aspects you desire to show.

G. Qualifications

1. If the proposed App is in use elsewhere, describe the location, project title, duration and time frame of implementation, data source, platforms used, public-sector partner agency (if applicable), public-sector project manager (including name, email address and phone number). Also describe how it is financially supported (e.g., how it uses ads) and how it is technically supported and maintained.
2. Describe the proposed team's qualifications developing and implementing apps, especially those used to support public agency functions. Identify the personnel and briefly discuss individual qualifications to perform the Scope of Work. Identify at least one key personnel.
3. Three references related to comparable work.

IX. Proposal Evaluation Factors

To be responsive, a proposal must meet the Minimum Requirements described in Section VII. It must also include enough information to permit the evaluators to rate the proposal in each of the evaluation factors described in this section. Responsive proposals will then be evaluated by an evaluation panel of MTC staff based on the following evaluation factors, in order of relative importance.

1. App Functionality

- The ability of the App to meet MTC’s objectives described in Section IV above as discussed in the written proposal and evidenced through the submitted link and video.
- The App’s proven functionality within each of the areas addressed by the RFP Minimum Requirements.
- The App’s ability to demonstrate through the submitted link and video (and possible demonstration) that it performs as designed and described in the written proposal.
- The ability of the App to add value to 511 user experience as discussed in the written proposal and as demonstrated through the submitted link and video (and possible demonstration).

2. Approach to Work

- Logic, risk and appropriateness of proposed approach to providing the App free of charge to MTC.
- Compliance of the proposed approach with the 511 advertising guidelines (See *Appendix D, Proposal Advertising Content Guidelines*), if applicable.
- Depth of resources and proposer commitment to support the App.
- Approach to dealing with and significance of potential problem areas, obstacles or risks to successful completion of the work and ongoing maintenance.

3. Qualifications and References

- Qualifications and experience of the proposer in delivering apps similar to that sought by this RFP and working with public sector partners, including use of the App in other locations with other public-sector partner agencies.
- References (MTC reserves the right to evaluate the references of “short-listed” proposals only).

4. Communications

- Clarity, structure, and readability of the proposal.
- Ability of the link and video to clearly and thoroughly demonstrate the App’s capabilities.

Following the initial evaluation, the evaluation panel may request App demonstrations with those proposers reasonably likely, in the opinion of the panel, to be awarded a contract. Demonstrations would be requested as necessary to augment the information provided through the video and link.

A proposer asked to demo an App will confer with MTC about the most effective way to demo the App which could include:

- A) Making a version of the App available with 511 SF Bay data for MTC staff to download on an iPhone and/or Android and test in the Bay Area; OR
- B) Providing further visual confirmation of the App's functionality through additional video showing information requested by MTC. Option B would be used if providing the App with 511 SF Bay data prior to selection is not feasible.

X. Consultant Selection Timetable

The following shows the timetable for App selection:

Closing date/time for receipt of requests for clarifications/exceptions	12:00 p.m. PDT, Thursday, June 21, 2012
Deadline for protesting RFP provisions	12:00 p.m. PDT, Tuesday, July 3, 2012
Closing date/time for receipt of proposals	12:00 p.m. PDT, Thursday, July 12, 2012
Supplemental demonstration, if needed	July 30, 2012*
MTC Operations Committee Approval	September 14, 2012*

**Demonstration and approval dates are approximates and are subject to change.*

XI. General Conditions

MTC will not reimburse any consultant for costs related to preparing and submitting a proposal.

Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

MTC reserves the right in its sole discretion not to enter into any contract. All proposers may be required to participate in negotiations and to submit such technical or other revisions of their proposals as may result from negotiations. Each initial proposal should be submitted on the most favorable terms from a no-cost and a technical viewpoint. Any award made will be to the proposer whose proposal is most advantageous to MTC based on the evaluation criteria outlined above.

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix C, Synopsis of Provisions in MTC's Standard Consultant Agreement*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the proposer will be

deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with Section XII below. MTC reserves the right to negotiate additional provisions with the selected consultant, based on the nature of the required work.

Contractor will be required to sign one or more of the 511 Data Disseminator Agreements to obtain 511 data. Information about 511's data feeds and their required agreements can be found at <http://511.org/developer-resources.asp>. Proposers demonstrating the App with 511 SF Bay data will also have to sign the appropriate 511 Data Disseminator Agreement(s).

The selected Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C-1, Insurance Requirements*. Contractor agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix C-1*, within ten (10) days of MTC's notice that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

XII. 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 Contractor 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 seven (7) working days prior to the date proposals are due, for objections to RFP provisions;
- 2) No later than three (3) working days after the date the firm/team is notified that it did not meet the Minimum Requirements or was found to be non-responsive; or
- 3) No later than three (3) working days after the date on which contract award is authorized by the appropriate MTC Committee or the date on which the proposer is notified that it was not selected, whichever is later, for objections to Contractor selection.

Except with regard to initial determinations of non-responsiveness or failure to meet the Minimum Requirements, the evaluation record shall remain confidential until the MTC Executive Director or appropriate MTC Committee authorizes award.

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

The Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Should a proposer wish to appeal the decision of the MTC Executive Director, it may file a written appeal with the appropriate MTC Committee, no later than three (3) working days after receipt of the written response from the MTC Executive Director. The appropriate MTC Committee's decision will be the final agency decision.

Authorization to award a contract to a particular Contractor by the appropriate MTC Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Executive Director or, if the decision of the MTC Executive Director is appealed, the issuance of the appropriate MTC Committee's decision.

Authority to Commit MTC

The MTC Executive Director, based on the evaluation conducted by the selection panel, will recommend a Contractor to the MTC Administration Committee who will commit to the expenditure of funds in connection with this RFP.

Thank you for your participation.

Sincerely,



Steve Heminger
Executive Director

SH:BL

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Traffic Advisory App final.docx

**APPENDIX A
PRELIMINARY SCOPE OF WORK
511 TRAFFIC ADVISORY MOBILE DEVICE APPLICATION**

I. APP DELIVERY

- A. In conjunction with MTC, finalize the App’s agreed-to functionality
- B. In conjunction with MTC, develop maintenance and service-level standards
- C. Customize the App with 511 SF Bay traffic data and other data as appropriate (e.g., landmark data)
- D. Customize the look of the App per the 511 brand toolbox (<http://www.511.org/511brandtoolbox/main.asp>) and MTC’s approval
- E. Prepare user instructions as necessary
- F. Provide the 511-specific mobile App on both the Android and iPhone platforms to MTC for testing
- G. Correct bugs found in MTC testing
- H. Update user instructions if necessary
- I. Provide descriptive facts and answers to frequently asked questions to support MTC’s promotional efforts
- J. Work with Apple and Android app stores to prepare the necessary information and make the App available for download
- K. If appropriate, adhere to MTC’s advertising guidelines

II. APP MAINTENANCE

- A. Maintain the App per the agreed-to functionality
- B. Maintain the App’s free delivery to MTC (e.g., maintain sponsor relationships, etc.)

III. PROJECT MANAGEMENT

- A. Provide and maintain a project contact
- B. Respond to MTC communication (emails, phone calls, etc.)
- C. Provide statistics of the number of App downloads by platform on a monthly basis, or provide MTC access to gather statistics.

Deliverables

Contractor submits all deliverables to MTC for approval. Finalization is subject to MTC approval.

Task/Subtask	Deliverable	Final Due/Frequency
I.A	Functionality document	Within 30 days of contract execution
I.B	Maintenance/service level agreement	Within 30 days of contract execution
I.C	App functioning with 511 SF Bay data	Within 60 days of contract execution
I.D	App designed as a 511 SF Bay Traffic Advisory App	Within 60 days of contract execution

I.E	User instructions if necessary (as determined by MTC) to facilitate App testing	Within 60 days of contract execution
I.F	App available for MTC testing	Within 60 days of contract execution
I.G	App functioning as promised in I.A	Within 20 days of completion of MTC testing
I.H	Updated user instructions if necessary	Within 30 days of completion of MTC testing
I.I	Descriptive facts about the App and answers to frequently asked questions	Within 30 days of completion of MTC testing
I.J	App available for download from iPhone and Android app stores. Necessary written information for inclusion in app stores	Within 30 days of completion of MTC testing
	Advertising that meets the proposal policy guidelines, if applicable	Ongoing
II.A	App functioning as promised in I.A	Ongoing
II.B	Free App availability	Ongoing
III.A	Updated Project contact information	Ongoing
III.B	Emails, phone calls, etc.	Ongoing
III.C	Phone calls	Ongoing
III.D	Monthly download stat reports	Monthly

APPENDIX A-1 MTC CONTRIBUTION

MTC's contribution to the Project in lieu of cash payment will be in the form of co-branding, showcasing and promoting the App, as described below:

1. MTC will work with the Contractor to develop a co-branding strategy to showcase the App as a "511 Traffic Advisory App"
2. MTC will promote the App as follows:
 - Feature the App through an announcement and screenshot on the 511.org homepage on a rotational basis for the contract period of performance and for a continuous period of one to three months at launch.
 - Feature the App through a "promo box" on traffic.511.org and MY511.org on a rotational basis for the contract period of performance and for a continuous period of one to three months at launch. A promo box example is shown below.
 - Feature the App on the upcoming 511 Mobile Gallery on a rotational basis for the contract period of performance and for a continuous period of one to three months at launch. The 511 Mobile Gallery is a 511.org page promoting 511 SF Bay mobile services scheduled to launch summer 2012.
 - Promote the App through a floodgate on the 511 phone traffic menu (i.e., play a message to all users entering the traffic portion of the 511 phone menu) on a rotational basis during the contract period of performance.
 - Issue an MTC press release when the App is launched and announce on the MTC website at <http://www.mtc.ca.gov/news/>.
 - Issue press releases when the App receives milestone downloads.
 - Promote the App through employer outreach and community events conducted by the 511 marketing contractor throughout the contract period of performance.
 - Promote the App through 511's Facebook account and Twitter feed on a rotational and newsworthy basis throughout the contract period of performance.
3. 511 will expose the App to its customers:
 - 511 receives about 500,000 phone calls per month
 - 511 receives over 2.5 million web user sessions per month
 - 511 has brand recognition
 - The 511 brand is advertised on over 172 blue and white highways signs in the Bay Area and branded on approximately 55 Changeable Message Signs
 - 511 receives on-going media coverage
 - MTC shares and promotes usage of 511 tools to employers and their employees through its employer outreach program
4. MTC will provide Bay Area traffic data for this App through 511 Traffic Data Feed (http://www.511.org/developer-resources_traffic-data-feed.asp).

BREAKING NEWS: [here for more information.](#)

Latest News & Construction Collapse

- 05/24/12 Accident Blocks Lane of Eastbound CA-92 in Hayward ▶
02:10 pm
- 05/24/12 Overturned Vehicle and Injury Accident Blocks Northbound
CA-1 in Sonoma County. ▶
- 05/24/12 Overnight Closures on I-80 / Bay Bridge in Eastbound
Direction ▶

There are 17 more [construction](#) messages.

Recent Trips ? Collapse

Linut Creek to Danville Route: I-680 S	Currently: 7 min. Typical: 6 min.
Linut Creek to Pleasanton Route: I-680 S	Currently: 16 min. Typical: 20 min.
Pasanton to Gilroy Route: I-680 S / I-280 N / US-101 S	Currently: 57 min. Typical: 76 min.

Example of a promo
box on
traffic.511.org.

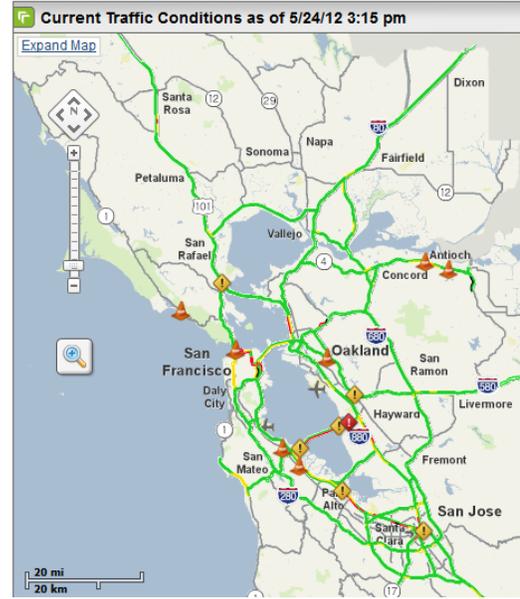
511 Driving Times SM ? Expand

Dumbarton Br Closed Mem Day Weekend
Beginning 10pm,
Fri. 5/25 >>



NEW 511 Parking Beta
Get SF real-time info.
Find Bay Area lots &
garages. >>





**APPENDIX B
CALIFORNIA LEVINE ACT STATEMENT**

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

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Mark Green
Sam Liccardo
Jake Mackenzie
Bill Dodd
David Campos

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Kevin Mullin

Scott Weiner
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Dave Cortese

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

YES NO

If yes, please identify the commissioner: _____

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

YES NO

If yes, please identify the commissioner: _____

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

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX C SYNOPSIS OF PROVISIONS IN STANDARD CONSULTANT AGREEMENT

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

Termination: MTC may, at any time, terminate the Agreement without cause upon written notice to Contractor. If the Consultant/Contractor fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure.

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

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

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

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

To obtain 511 data, potential users must sign one or more of MTC's data agreements. A list of available 511 developer resources and their associated terms and conditions is available at <http://www.511.org/developer-resources.asp>.

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

Consultant's Records: Contractor shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this

Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Contractor for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

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

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

APPENDIX C-1, INSURANCE REQUIREMENTS

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

Contractor is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks; the limit for the commercial general liability insurance in each subcontract shall not be less than \$1 million. To the extent that an Agent does not procure and maintain such insurance coverage, Contractor shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Contractor's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event Contractor or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Contractor's insurance be primary without right of contribution from MTC. Prior to beginning work under this contract, Contractor shall provide MTC with satisfactory evidence of compliance with the insurance requirements of this section.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of Contractor's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers Compensation & Employers Liability is waived, if and only for as long as Contractor is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the operations of Contractor and Contractor's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.

MTC and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance shall be primary and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from Contractor's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by Contractor and Contractor's officers, agents and employees, including but not

limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

4. **Umbrella Insurance** in the amount of \$1,000,000 providing excess limits over Employer’s Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. **Errors and Omissions Professional Liability Insurance** for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$2,000,000 per claim.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) days of MTC’s notice to firm that it is the successful proposer.	
Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

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

APPENDIX D, PROPOSAL ADVERTISING CONTENT GUIDELINES

OBJECTIVE

These guidelines are intended to establish uniform, viewpoint-neutral standards for the display of advertising regarding in connection with the Project.

MTC reserves the right, from time to time, to suspend, modify, or revoke the application of any or all of these guidelines as it deems necessary to comply with legal mandates, or to facilitate its primary transportation function, or to fulfill the goals and objectives referred to herein. All provisions of these guidelines shall be deemed severable.

MTC is committed to providing an environment free of discrimination and to assure equal application of these guidelines without regard to race, color, marital status, sexual orientation, religion, national origin, ancestry, age, sex, gender identity, disability, medical condition, or Vietnam Era veterans' status.

511 OPERATIONS and PROMOTIONS

511 has the unqualified right to display advertisements and notices that pertain to 511 operations and promotions. Promotional materials shall include, but not be limited to, internal marketing collateral, 511 branding campaigns, and co-promotional campaigns with third parties.

DISCLAIMERS

511 reserves the right, in all circumstances, to require that an advertisement on its assets include a disclaimer indicating that such advertising is paid for by the advertiser.

ADVERTISING STANDARDS

- (a) 511 intends that its assets constitute nonpublic forums that are subject to the viewpoint-neutral restrictions set forth below. Certain forms of paid advertising will not be permitted for placement or display on 511 assets. Unpaid advertisements will not be permitted.
- (b) 511 shall not display or maintain any advertisement that falls within one or more of the following categories:
 - (i) Demeaning or Disparaging. The advertisement contains material that demeans or disparages an individual or group of individuals. For purposes of determining whether an advertisement contains such material, 511 staff will determine whether a reasonably prudent person, knowledgeable of 511's customer profile and using prevailing community standards, would believe that the advertisement contains material that ridicules or mocks, is abusive or hostile to, or debases the dignity or stature of, an individual or group of individuals.
 - (ii) Tobacco. The advertisement promotes the sale or use of tobacco or tobacco-related products, or depicts such products.

(iii) Alcoholic Beverages. The advertisement promotes or encourages the consumption of alcoholic beverages including, but not limited to beer, wine, and distilled spirits, or depicts such products.

(iv) Profanity. The advertisement contains words recognized by the community as vulgar, indecent or profane for display in a public setting that includes minors.

(v) Graffiti. The advertisement contains graphics or language that promotes, resembles or otherwise encourages graffiti or vandalism

(vi) Inappropriate Graphics. The advertisement contains graphics recognized by the community as inappropriate including, but not limited to, the depiction of human or animal bodies or body parts, or fetuses, in states of mutilation, dismemberment, decomposition, or disfigurement.

(vii) Firearms. The advertisement either (a) contains an image of a firearm in the foreground of the main visual or (b) contains image(s) of firearms that occupy 15% or more of the overall advertisement.

(viii) Violence. The advertisement either (a) contains an image or description of graphic violence, including, but not limited to, the depiction of weapons or other implements or devices used in the advertisement in an act or acts of violence or harm on a person or animal or (b) the advertisement, or any material contained in it, incites or encourages, or appears to incite or encourage, violence or violent behavior.

(ix) Unlawful Goods or Services. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, the use or possession of unlawful or illegal goods or services.

(x) Unlawful or Detrimental Conduct. The advertisement, or any material contained in it, promotes or encourages, or appears to promote or encourage, unlawful or illegal behavior or activities.

(xi) False, Misleading, or Deceptive Commercial Speech. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, is clearly false, misleading, or deceptive.

(xii) Libelous Speech, Copyright Infringement, etc. The advertisement, or any material contained in it, is libelous or an infringement of copyright, or is otherwise unlawful or illegal or likely to subject 511 to litigation.

(xiii) Obscenity or Nudity. The advertisement contains obscene material or images of nudity. For purposes of these Guidelines, the term “obscene matter” shall have the meaning set forth in the California Penal Code Section 311.

(xiv) Prurient Interest. The advertisement contains material that describes, depicts, or represents sexual activities, or aspects of the human anatomy in a way that the average adult, applying contemporary community standards, would find appeals to the prurient interest of minors or adults. For purposes of these Guidelines, the term “minor” shall have the meaning contained in California Penal Code Section 313.

(xv) “Adult”-oriented Goods or Services. The advertisement promotes or encourages, or appears to promote or encourage, a transaction related to, or uses brand names, trademarks, slogans or other materials which are identifiable with, films rated “X” or “NC-17,” adult book stores, adult video stores, nude dance clubs and other adult entertainment establishments, adult telephone services, adult internet sites, and escort services.

(xvi) Endorsement. The advertisement, or any material contained in it, implies or declares an endorsement by 511, its directors, management, or employees, of any service, product, or point of view, without prior written authorization of the Contract Administrator.

(xvii) Injurious to 511 and its Mission. The advertisement proposes a commercial transaction, and the advertisement, or any material contained in it, denigrates 511 or promotes alternatives to 511 in a manner that directly impairs 511 usage.