



REQUEST FOR PROPOSALS (RFP)

STRATEGIC MARKETING PLAN AND WEBSITE

Research • Design • Development • Implementation

Issued by:
The San Joaquin Council of Governments
For:
The Commute Connection Program

DATE ISSUED:	Thursday, July 2, 2015
RESPONSES DUE:	Friday, August 14, 2015 by 5:00 p.m.
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INTRODUCTION

The San Joaquin Council of Governments (SJCOG) is a joint-powers authority comprised of the County of San Joaquin and the cities of Stockton, Lodi, Manteca, Tracy, Ripon, Escalon and Lathrop. SJCOG serves as the regional transportation planning agency which provides a forum for regional decision making on issues such as growth, transportation, environmental management, housing, open space, air quality, fiscal management, and economic development. In 1978, SJCOG established the Commute Connection as the Transportation Demand Management (TDM) program to implement strategies to reduce travel demand. The program serves the counties of San Joaquin, Stanislaus and Merced.

BACKGROUND

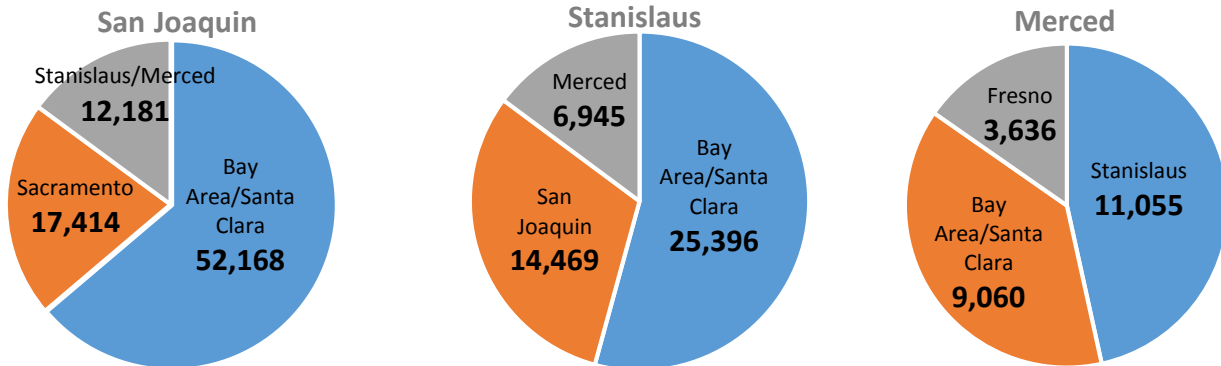
Commute Connection is a 501 © (3) organization under SCJOG. The program aims to promote the use of multi-modal services such as bus, train, carpool, vanpool, bike and car share in an effort to improve air quality and reduce traffic congestion. The program provides a variety of services to encourage commuters to consider an alternative mode of transportation to driving alone. The primary method of promotion and education is through employer and community outreach and events. Commute Connection also collaborates with the San Joaquin Valley Air Pollution Control District (SJVAPCD) to assist employers interpret and implement Rule 9410, the trip reduction mandate for the air district territory. The following table represents a list of tools, products and services currently provided by the program.

COMMUTE CONNECTION CURRENT TOOLS, PRODUCTS AND SERVICES
TDM System (RideAmigos) – Ridematching, trip planning, gamification, analytics
ContactWise - Contact Management System – Outreach network platform
Emergency Ride Home Program: provides emergency ride home services for commuters registered in program
Financial Incentives: Vanpool subsidy, one-time carpool incentive
Websites: commuteconnection.com / valleybikecommute.com
Marketing Collaterals: Ridematching brochure, employer brochure, employer posters, table top tent, park and ride brochure, preferred parking sign, park and ride signs
Customer Service/Trip Planning
Community Event Planning – Rideshare Week and Bike to Work Week

Commute Connection Territory and Neighboring Market



Commute Patterns by Origin and Destination



PROJECT SUMMARY

The San Joaquin Council of Governments seeks to contract with an experienced, full-service marketing and research firm to conduct market research, develop and implement a marketing and communication strategy/branding plan, and design and develop a website for the Commute Connection program. With changes in consumer interests, behavior and technology and limited access to commuters, the program seeks to revamp program tools and services to align with audience preferences. As such, this effort will satisfy the last phase of a plan to enhance the tools for the Commute Connection Program. The first phase included the implementation of a new TDM system, blending ridematching, trip planning and gamification with new features to engage users. Through this RFP, the goal is to integrate the TDM system, marketing and website to create a seamless, fun, engaging, effective program.

A current comprehensive marketing plan does not exist, providing the proposer an opportunity to recommend and create innovative products different than what is common to public agencies and the industry today. Elevating the program to incorporate marketing, social media, personal technology and the website will be key to reaching a wider audience to provide a meaningful experience.

VISION

Inspire the community to consider an alternative to driving alone

MISSION

To provide a convenient, accessible multi-modal transportation hub of information to shift the public from driving alone to a more sustainable transportation option

GOALS

1. Serve as the primary hub for alternative transportation information and services
2. Shift the public mindset to consider alternative transportation options
3. Provide an easy, accessible, convenient, engaging and seamless program
4. Increase traffic and expand audience

BUSINESS ISSUES, CHALLENGES AND OPPORTUNITIES

- New and fast changing technology
- Outdated website, limited information and interactivity
- Need to increase audience and digital and online traffic
- Limited access and authority to influence employers
- Lack of comprehensive, ongoing marketing plan and target marketing
- Limited focus (historically, rideshare emphasis vs multi-modal)
- Need for strategies to take advantage of technology to improve efficiency of staff resources
- Need to integrate TDM System and marketing
- Need to engage stakeholders

QUALIFICATIONS AND EXPERIENCE

Proposals will be accepted from individuals, organizations or other collaborative arrangements that are qualified to conduct business in the State of California. Proposers shall have demonstrated experience with the following:

- Providing professional, effective communication services
- Producing quality graphic design and copywriting
- Devising, implementing and coordinating marketing campaigns and promotions
- Developing effective social media strategies
- Developing, implementing, monitoring and adjusting media strategies
- Development of multi-media products such as webinars, videos, online training workshops
- Extensive experience with marketing research to include focus groups, surveys, interviews and assessments
- Coordinating with multiple parties to meet deadlines
- Working with image marketing, business marketing and business-to-business marketing
- Website design and development

SCOPE OF WORK

I. RESEARCH AND PROGRAM ASSESSMENT

The Research and Program Assessment Phase will be the most critical in the development of a marketing strategy to deliver innovative, creative, cost-effective products and services with the aim of affecting the public's decision to consider alternative transportation options. Consultant shall analyze the environment with respect to the marketplace, the industry, competitors and other influences. Consultant shall conduct market research to gather data on commuter and stakeholder experiences, interpretations, impressions and motivations that influence behavior. The consultant shall solicit feedback from stakeholders and constituents in each of the counties on the products and services, obstacles and barriers affecting their transportation choices. Proposer shall provide recommendations and methodology on how best to maximize resources to gain valuable feedback from the public.

Objectives:

1. Identify needs and desires of the public as it relates to alternative transportation
2. Establish method for ongoing support and feedback of program by constituents and stakeholders
3. Establish the basis for the development of branding, messaging and positioning

Tasks:

- 1. Conduct Primary Research:** Consultant shall recommend and implement cost effective methods to incorporate group interviews and or one-on-one interviews with a diverse group of commuters and community members from each county to acquire direct feedback on program product and services. Methods could include direct mail, telephone surveys, focus groups and/or one-on-one interviews. Stakeholder involvement should include, but not be limited to the following:
 - Jurisdictions/municipality
 - Public Officials
 - Educational Institutions
 - Health Care Industry
 - Bicycle Clubs/Groups/Coalitions
 - Private Employers
 - Agricultural Industry
 - Special needs groups
 - Groups of Ethnicity
 - Transit Providers
- 2. Conduct Secondary Research:** Proposer shall conduct research to gain insight on external market trends, competitors, economic drivers, technology and the

environment to include, but not be limited to, industry experts, trade associations, studies, periodicals, articles, federal state, regional and local government data.

II. DEVELOPMENT OF STRATEGIC MARKETING AND COMMUNICATION PLAN

This effort is intended to serve as the roadmap for carrying out marketing activities. The analysis from the research and assessment phase should guide the development of marketing strategies by understanding the customer base to develop and deliver targeted messages, customized products and services utilizing the TDM System, Website and Social Media as the primary platforms.

Objectives:

1. Increase traffic and interest through engagement
2. Provide creative, innovative, cost effective products
3. Position brand to be recognized as the source for alternative transportation

Task:

Consultant shall develop an overall long-term strategic marketing and communications plan that is sustainable and adaptable to support a changing environment. Consultant shall employ graphic design, media negotiations, product design and development to implement the following elements:

1. Branding and Messaging

Consultant shall define and develop program brand by representing the value of the program and create content to inspire and motivate an audience to take action. This effort should create a framework that can guide the marketing across every piece of content and every channel. All products and services should map back to the message. As part of this process, consultant shall also evaluate logo, tag line, colors and graphics to serve as the basis for products and messaging.

2. Advertising/Inbound and Outbound Marketing

Consultant shall recommend and develop strategies that create quality content that pulls people toward the program. Provide recommendations on how, where and how often to add content in order to naturally build traffic to the website from social media platforms such as Blogs, LinkedIn, Facebook, Instagram, Twitter, Google + and Mobile marketing. Evaluation should determine whether traditional advertising techniques such as direct mail, billboards, print advertising are an effective means of reaching target audience.

3. Business to Business Marketing

One of the ongoing challenges is being able to get any interest from employers about Commute Connection. Consultant shall assess existing limitations/problems with Commute Connection's

current approach and develop strategies that help get us “in the door”. Recommendations include effective tools, products, methods and strategies to target and communicate with employers, business parks, headquarters and multi-tenant sites. This should also include creative methods of delivering reports, data and information to stakeholders on a regular basis.

4. Program Incentives

As a way to “entice” participation, the program offers incentives for employers and commuters. Current incentives include vanpools subsidies and carpool promotions. The program also offers raffle prizes, gift and gas cards and other promotional items to recruit and retain employer and commuter interest. Consultant shall develop an incentive strategy focused on the idea of “try Incentives” and “maintenance incentives”, if they are deemed a valuable component of the program.

5. Exhibits/Displays

Commute Connection organizes off-site events and participates in community events and forums. Research shall be conducted to recommend creative, innovative and interactive display products to attract target audience. Products must be easily portable, lightweight and easy to use.

6. Marketing Products

Commute Connection provides employers and commuters with a variety of products to facilitate a change in behavior. Consultant shall evaluate existing products such as brochures, posters, maps, flyers and recommend, design and develop enhancements to promote program to employers and commuters.

7. Digital/Multimedia Tools

Commute Connection will need alternative methods of promoting and educating the program to the public. The primary method of reaching commuters has been through employer outreach, which has become increasingly difficult due to the challenge of reaching employers and ensuring messages are reaching employees. Consultant shall recommend marketing tools to assist with the promotion and educate the public. Tools could include, YouTube, webinars, Google+ and video.

8. Target Marketing/Market Segmentation

The Commute Connection program has traditionally relied primarily on employers to disseminate information to employees. Through this effort, the consultant shall develop a market segmentation strategy to market directly to commuters as well as employers. Based on the research results, consultant shall recommend a plan to align the various transportation modes to commuter preferences thereby creating various methods of reaching the target audience. This could include concepts such as neighborhood marketing and utilizing non-traditional methods such as online neighborhood sites.

III. WEBSITE DESIGN AND DEVELOPMENT

The current Commute Connection website is outdated and designed after the original SJCOG website that no longer exists. The site mainly provides information in static form and has limited interactivity. The research phase of this project should guide the development of the website with the goal of supporting the target audiences by creating a personality and an environment they know and trust.

Objectives:

1. Build brand identify, awareness and interest in the program and services
2. Provide quality content regularly with updated information
3. Provide an interactive, easy to use, engaging experience for users
4. Track inbound visitors and success of content

Task:

Consultant shall design, develop, host and provide ongoing training for a new website that is consistent with the marketing strategy making it compelling, easy to use, intuitive, fun, engaging, visually appealing, yet robust enough to provide tools and resources for constituents, stakeholders and the media. The website shall allow for unified user experience across all devices, platforms, and screen sizes and drive the user to take action. The new website shall incorporate, but not be limited to the following:

Website Technical & Functional Parameters

Hosting & Maintenance	Full Administrative Access
Compatible with all current browsers	Integrate with TDM System
Track Web Traffic, Analytics	Fast Loading
Use of database to store articles, studies, reports, newsletters etc/Document Library	Interactivity
Logical, seamless flow	Content Management System
Online forms	User Feedback & Engagement
Search function	Forums, Liking and Sharing
Social Media Integration and seamless sharing to social media sites	Email Broadcast Capability
Photos/Graphics	SEO Optimization
Blog features	Smartphone & Tablet Responsive Design
Unlimited HTML Pages	Incorporate print option
Video display and sharing, maps, GIS, slideshows	Subscription Option (newsletters etc.)/Email Marketing
Anti-spam protection/Safe & Secure	

IV. IMPLEMENTATION

Consultant shall ensure the success of the marketing strategy by developing an action plan of strategies agreed upon by Consultant and SJCOG. This involves identifying methods, tasks, timeline and costs/budget related to selected strategies. The plan shall also include addressing human resource and system needs, a sustainability strategy as well as potential community partners. The action plan should provide the basis for performance measurement and program monitoring.

V. ONGOING PROGRAM SUPPORT AND MAINTENANCE

After development and implementation of the marketing plan and website, Consultant shall develop a plan for support, training, and ongoing development for a period of three years. Scope of services shall include the following:

- Graphic Design and Development
- Copywriting
- Creative Strategies for special events and promotions
- Advertising
- Website Training and Enhancements
- Website Hosting

VI. PERFORMANCE MEASUREMENT AND PROGRAM MONITORING

Consultant shall recommend and develop performance measurement system that could demonstrate efficiency and effectiveness and reflect the impact and success of the program's activities. This includes recommendations on establishing targets and how to best manage and track data relative to program goals and objectives.

Objectives:

1. Review status of efforts against goals and objectives
2. Ensure ongoing improvements to marketing initiatives and help with future planning
3. Improve marketing effectiveness and efficiency

Tasks:

1. Identify and define measurable goals and objectives
2. Develop a framework of metrics to be monitored and tracked
3. Recommend and develop the tools necessary for program monitoring and tracking

VII. DELIVERABLES

1. Project Management Approach and Plan
2. Research and Program Assessment Approach and Methodologies

3. Questionnaires and Surveys
4. Focus Group Meetings in each County
5. Branding and Positioning Statement
6. Marketing, Communications and Strategic Plans – both Employer Marketing Strategy & a Direct Customer Marketing Strategy
7. Website Planning and Design Concepts
8. Website Development, Testing and Deployment
9. Action Plan, Timeline and Budget/Costs
10. Training and Documentation
11. Performance Measurement and Program Monitoring System
12. Ongoing Service and Maintenance Plan

EVALUATION CRITERIA

Criteria	Max Score
The Firm’s understanding of Commute Connection’s needs and marketing issues	10
Customized approach/work plan that describes the how the firm plans to meet Commute Connection’s needs and scope of work defined in the RFP	35
Qualifications and experience of Project Manager and Team members (consultant staff, subconsultant staff) assigned to perform these services	35
Cost (cost-effectiveness, billing rates commensurate with expertise)	10
Examples of similar projects (SJCOG reserves right to contact references as part of this evaluation criteria)	10
Total Written Proposal	100

SUBMITTAL FORMAT

The consultant shall prepare a response based on the Scope of Work. Proposal content and completeness are important. Clarity and conciseness will be considered in assessing the proposal. SJCOG/Commute Connection staff will screen all consultant proposals submitted in response to this request. Staff will determine, through the screening process, which consultants will be invited to make a formal presentation and to be interviewed. The consultant selection committee further reserves the right to make a final selection for recommendation to the SJCOG Board of Directors without an interview.

Submittal Requirements: One (1) reproducible, one (1) electronic, and five (5) bound copies of the proposal must be received at SJCOG by **5:00 p.m. Pacific Standard Time on Friday, August 14, 2015** Proposals not received by that date and time will not be considered. Faxes, e-mail, or postmarks will not be accepted.

SJCOG is looking to simplify the review process and maximize the degree of comparative analysis. The proposal is strongly encouraged (not mandatory) to be **limited to 20 pages**, excluding transmittal letter, table of contents and staff resumes, work samples and organized in the following manner:

- A) **Transmittal letter:** The transmittal letter should be signed by an official authorized to bind the consultant contractually and will contain a statement to that the proposal is a firm offer for ninety (90) days. The letter accompanying the proposal will also provide the following: name, title, address, and telephone of individuals with the authority to negotiate and contractually bind the company.
- B) **Overview:** This section should describe the firm's understanding of Commute Connection's needs and issues. This section should also clearly convey the consultant's understanding of the nature of the work and the general approach to be taken in its performance. This section should include, but not be limited to, a discussion of the purpose of the project, the organization of the project effort, and a summary of the proposed approach.
- C) **Table of Contents:** Include identification of the material by section and page number.
- D) **Detailed Work Plan:** This section describes how the firm will meet Commute Connection's needs and scope of work identified in the RFP. Describe innovative strategies, marketing approaches, customized solutions to deliver Commute Connection goals. Please include the following components:
 - **Task Description:** Include a full description of each step to be followed in carrying out the project. The work description should be presented in sufficient detail (tasks, subtasks, etc.) to show a clear understanding of the work and the proposed approach.
 - **Deliverables:** A description of the format, content, and level of detail that can be expected for each deliverable.
 - **Schedule:** A schedule showing the expected sequence of tasks, subtasks, etc. should accompany the work description. Important milestones should be identified on the schedule along with the expected time of completion.
 - **Management Approach:** This section should describe the consultant's management approach. If this proposal is a team effort, the distribution of work among the team members should be indicated. Describe the organization of the management team, the structure of the work assignments, and any specific features of the management approach that requires special explanation. Designate by name the project manager to be employed who will oversee the project. Substitutions of the identified project manager will be allowed only under special circumstances and only with approval from the SJCOG project manager.

- **Qualifications:** Include the name and qualifications of all professional personnel to be employed, a resume for each professional (included in an appendix), a statement indicating how many hours each professional will be assigned to the contract, and what tasks each professional will perform. Staffing assignments should be specific enough to demonstrate an understanding of the skills required to develop the project, and the appropriate commitment of proper resources. This item includes qualifications of any sub-consultants to be retained to carry out this project. The selected consultant will not substitute members of the project team without prior approval of the SJCOG project manager.
- E) **Cost Breakdown:** The cost breakdown must itemize all items that will be charged to SJCOG, including travel charges that will be involved in the project, and included in the bid amount. Costs will be segregated to show actual salary costs including hours, rates, classifications, and administrative overhead and fringe benefits expenses. No sub-consultant or direct charge mark-up will be accepted. This section should also provide a full description of the expected expenditures of funds for the work described in this RFP. The cost breakdown should include, but is not limited to, the following:
- Billing Rates: A schedule of billing rates by category of employee, to be used in computing the billing cost during the term of the contract. Billing rates should cover all costs associated with the employee.
 - Task Budget: A schedule of estimated costs to complete each task should add down to the total cost of the project. The task budget should include a breakdown by task hours, billing rate charges, and the itemization of other direct costs attributed to the task. To ensure a full understanding of the resources committed to the project, the schedule should clearly indicate the amount of hours key personnel will be used in each task.
 - Direct Costs: All direct costs (e.g., travel, printing, postage, etc.) specifically attributed to the project and not included in the billing rates must be identified to be eligible for reimbursement. Once contractually authorized, direct cost budgets may not be substituted without prior written consent of the SJCOG project manager.
- F) **References:** Provide a description of previous projects that significantly relate to your qualifications for this project. Provide names, addresses, and telephone numbers for a least three clients for whom your firm provided services comparable to those described in this RFP.
- G) **DUNS #:** The DUNS number identifies an agency as registered to do business with government agencies using federal funds (See Exhibit A).
- H) **Examples of Previous Work:** Proposer shall include at least three and no more than ten examples of similar work performed within the last two years. Samples may include but not be limited to, digital, print and social media outlets.

RFP ESTIMATED SCHEDULE

Task	Date/Deadline
RFP Distributed to Consultants	Thursday, July 2, 2015
Proposer to submit written questions	Friday, August 7, 2015
Proposals Due to SJCOG	Friday, August 14, 2015
Proposal Review is Completed by SJCOG	Friday, August 21, 2015
*Tentative Date of Interviews (if necessary)	Week of August 31, 2015
SJCOG Board Approval of Professional Services Contract	September 24, 2015
Finalize Scope of Work and Contract	October 2, 2015
Project Development and Implementation	October, 2015 – May, 2016

* SJCOG/Commute Connection staff will screen all consultant proposals submitted in response to this request. The staff will determine, through the screening process, which consultants will be invited to make formal presentations and be interviewed. Staff reserves the right to make a final selection for recommendation to the SJCOG Board of Directors without an interview.

SUBMITTAL PROCESS

Submission of Proposal/Period of Acceptance

One (1) reproducible master, one (1) electronic, and five (5) hard copies of all proposals must be delivered to SJCOG no later than **5:00 p.m., Pacific Standard Time on Friday, August 14, 2015**. Proposals will not be accepted after 5:00 p.m. PST. Faxes, e-mails, or postmarks will not be accepted. Proposals must be delivered to:

San Joaquin Council of Governments
ATTN: Rebecca Calija/YD
RFP/Strategic Marketing Plan and Website
555 East Weber Avenue
Stockton, CA 95202-2804

All proposals shall remain valid for a period of ninety (90) days following the final date for submission. All proposals will become the sole property of SJCOG and a part of its official records without obligation on the part of SJCOG.

This RFP is not to be construed as a contract of commitment on the part of SJCOG. SJCOG reserves the right to reject all proposals, to seek additional information from each proposer, or to issue another RFP, if deemed appropriate. Proposals are prepared at the sole cost of the consultant.

Examination of RFP Document

The proposer shall be solely responsible for examining, with appropriate care, the RFP, including any addenda issued during the proposal period. The proposer shall also be

responsible for informing itself with respect to any and all conditions that may in any way affect the amount or nature of the proposal or the performance of the work in the event the proposer is selected. Failure of the proposer to examine and inform itself in this manner shall be at the proposer's own risk and no relief for error or omission shall be given.

Conflict of Interest

The prospective consultant shall disclose any financial, business, or other relationship with SJCOG that may have an outcome on the selection.

Signing of Proposal/Authorization to Negotiate

The proposal shall be signed by an official authorized to bind the proposer and shall contain a statement to the effect that the proposal is a firm offer for a 90-day period. The proposal shall also provide the following: name, title, address, and telephone number of individuals with authority to negotiate and contractually bind the company.

Modification or Withdrawal of Proposals

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

All verbal modifications to these conditions or provisions are ineffective for proposal evaluation purposes. Only written changes issued by proposers to SJCOG are authorized and binding.

Rejection of Proposals

Failure to meet the requirements for the RFP will be cause for rejection of the proposal. SJCOG may reject any proposal if it is conditional, incomplete, or contains irregularities or inordinately high cost rates. SJCOG may waive an immaterial deviation in a proposal. Waiver of an immaterial deviation shall in no way modify the Request for Proposals document or excuse the proposer from full compliance with the contract requirements if the proposer is awarded the contract.

Ineligible Bidders

Each consultant must certify that it is not included on the U.S. Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

SJCOG Rights

SJCOG may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by a proposer, and require additional evidence of qualifications to perform the work described in the RFP. SJCOG reserves the right to:

- Reject any or all of the proposals if it deems such action is in the public interest;
- Issue subsequent Requests for Proposals;
- Cancel the entire Requests for Proposal;

- Remedy technical errors in the Request for Proposals process;
- Appoint an evaluation committee to review the proposals;
- Seek the assistance of outside technical experts in proposal evaluation;
- Approve or disapprove the use of particular subcontractors;
- Establish a short list of proposers eligible for interviews after review of written proposals;
- Negotiate with some, all, or none of the respondents to the RFP;
- Solicit best and final offers from all or some of the proposers;
- Award a contract to one or more proposers;
- Accept an offer other than the lowest price offer; and
- Waive informalities and irregularities in proposals and the bid process.

This RFP does not commit SJCOG to enter into a contract, nor does it obligate SJCOG to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. All proposals will be subject to public disclosure as required by the California Public Records Act.

SJCOG reserves the right to investigate the qualifications of all firms under consideration to confirm any part of the information furnished by a proposer, or to require other evidence of managerial, financial, or other capabilities that are considered necessary for the successful performance of the contract.

Proposer Objections

A proposer may object to any of the terms or provisions set forth in the RFP's Scope of Work or to the selection of a particular proposer on the grounds that SJCOG's procedures, the provisions of this RFP, or applicable provisions of federal, state, or local law have been violated or inaccurately or inappropriately applied by submitting a written explanation of the basis for the objection. Deadlines for submittal of objections are:

- No later than one (1) week prior to the date proposals are due, for objections to RFP provisions; or
- Within three (3) working days after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to proposer selection process.

If the proposer does not state any objections, SJCOG will assume that the RFP scope of service are acceptable to the proposer and have been fully factored into its response. If the proposer intends to negotiate with SJCOG concerning any part of the scope of services that the proposer finds objectionable, the proposer must provide specific language in its response that will address or cure its objections.

SELECTION PROCESS/CONTRACT AWARD

SJCOG will evaluate all eligible proposal submittals. Submittals will be judged on the following items:

The Firm’s understanding of Commute Connection’s needs and marketing issues
Customized approach/work plan that describes the how the firm plans to meet Commute Connection’s needs and scope of work defined in the RFP
Qualifications and experience of Project Manager and Team members (consultant staff, subconsultant staff) assigned to perform these services
Cost (cost-effectiveness, billing rates commensurate with expertise)
Examples of similar projects (SJCOG reserves right to contact references as part of this evaluation criteria)

It should be noted that proposals will not be judged exclusively on any one of the above criteria. Only those firms judged most qualified, based on their overall qualifications and proposal content, will be invited to participate in the remainder of the selection process. Upon the completion of the evaluation of submitted proposals, SJCOG may invite a limited number of qualified firms to participate in oral interviews. SJCOG will then select the most responsive firm with which to refine the Scope of Work. Assuming a successful negotiation process, the SJCOG Board will approve the selected consultant. If for any reason negotiations are unsuccessful, the second most qualified firm will then be asked to refine the Scope of Work.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

This project is subject to 49 CFR, Part 26 entitled “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”. Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

The goal for DBE participation for this contract is 6.1%. Participation by DBE consultant or sub consultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) and Notice to Proposers DBE Information (Exhibit 10 I) attached hereto and incorporated as part of the Contract. If a DBE sub consultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE sub consultant, if the goal is not otherwise met.

DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. Consultant or sub consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as SJCOG deems appropriate.

Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

NONDISCRIMINATION

SJCOG will never exclude any person from participation in, deny any person the benefit of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. SJCOG will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the Caltrans DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The selected consultant agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under 49 CFR Part 21.

CONTRACT PROVISIONS

Insurance Requirements: Without limiting SJCOG's right to obtain indemnification from the consultant or any third parties, the selected consultant, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of the contract.

Comprehensive general liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Comprehensive general liability insurance policies shall name SJCOG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by SJCOG, its officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the Contractor's policies herein.

Comprehensive automobile liability insurance with limits for bodily injury of not less than \$25,000 per person, \$250,000 per accident and for property damages of not less than \$50,000, or such coverage with a combined single limit of \$250,000. Professional liability insurance of at least \$1,000,000 is required. Worker's compensation insurance is also required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to SJCOG. The selected consultant shall provide certification of said insurance to SJCOG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to SJCOG's satisfaction, that such insurance coverage's have been obtained and are in full force; that SJCOG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names SJCOG, its officers, agents and employees individually and collectively as additional insured (comprehensive and general liability only), but only insofar as the operations under the contract are concerned, that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by SJCOG, its officer, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to SJCOG.

In the event the selected consultant fails to keep in effect at all times insurance coverage as herein provided, SJCOG may, in addition to other remedies it may have, suspend or terminate the contract upon the occurrence of such event.

Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. The contractor will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the Caltrans DBE Program Plan with respect to individuals of particular race, color, sex, or national origin. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as recipient deems appropriate.

Prompt Payment

Prompt Progress Payment to Subcontractors

SJCOG requires contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance,

and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

SJCOG requires prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied with the following provisions:

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the Consultant or Subcontractor in the event of a dispute involving late payment or nonpayment by the Consultant, deficient subcontractor performance, and/or noncompliance by a Subcontractor. This clause applies to both DBE and non-DBE Subcontractors.

QUESTIONS

All questions regarding the RFP must be received in writing via email no later than Friday, August 7, 2015 and addressed to:

Yvette Davis, Senior Program Specialist
Commute Connection
San Joaquin Council of Governments
555 E. Weber Avenue / Stockton, CA 95219
209-235-1092 / davis@sjcog.org

EXHIBIT A
DEBARMENT CERTIFICATION FORM

The Contractor certifies that, neither the Contractor firm nor any owner, partner, director, officer, or principal of the Contractor, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

(e) The contractor is "Actively" registered with SAMS (Service for Award Management), and has been assigned the following DUNS Number: _____.

The Contractor further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20 _____

By _____

Authorized Signature for Contractor

Printed Name and Title