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REQUEST FOR PROPOSALS (RFP) NO. 12-45-007-00

REGIONAL RIDEMATCHING NETWORK REFRESH

IMPORTANT DATES

RFP ISSUED	August 10, 2011
REQUESTS FOR CLARIFICATION DEADLINE	August 17, 2011
PROPOSALS DUE	August 31, 2011
AWARD DATE	October 12, 2011



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1.0 INTRODUCTION AND BACKGROUND

1.1 Introduction

The public agency issuing this RFP is the Riverside County Transportation Commission (Commission). The Commission was created pursuant to California State law, and is responsible for: 1) Coordinating state highway planning; 2) Adopting regional Short Range Transit Plans; 3) Coordinating transit services; 4) Allocating Transportation Development Act funds; and 5) Coordinating county highway and transit plans with regional and state agencies. Over time, the Commission was charged with several expanded roles, including its role as the principal agency in Riverside County managing the Service Authority for Freeway Emergencies (SAFE), the Congestion Management Program, and the Measure A half-cent sales tax for transportation.

1.2 Background

The Commission's role in transportation demand management extends beyond the boundaries of Riverside County. Since 2002, the Commission has led the way in implementing, operating, and maintaining the regional rideshare database to support a coordinated and efficient ridematching service throughout a five-county region which includes Los Angeles, Orange, San Bernardino and Ventura Counties. The majority of software used by the regional rideshare database is proprietary.

The system is now critically in need of replacement and the Commission requires the professional services of one contractor to refresh/upgrade its regional ridematching database system. The awarded contractor will be required to furnish and install all hardware and software for a smooth migration from the old, outdated system to the new, upgraded system.

The Commission seeks a competitive solution to meet the above described requirements, and is hereby issuing this Request for Proposals (RFP) No. 12-45-007-00 to solicit proposals from qualified consultant(s). For a complete project description and scope of services see the attached Statement of Work, Appendix 'A'.

2.0 GENERAL INFORMATION

2.1 Description of Work

2.1.1 Work Summary

The complete scope of services is detailed in the attached Statement of Work (see *Appendix A*). In summary, the Commission requires the services of one firm to furnish and install hardware and software to upgrade its regional ridematching database system.

The selected Bidder shall furnish to the Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the work described in Appendix A.

3.0 INSTRUCTIONS TO OFFERORS

3.1 Pre-Contractual Expenses

The Commission shall not be liable for any pre-contractual expenses, which are defined as expenses incurred by a Proposer(s) in preparing its proposal in response to this RFP, negotiating with the Commission any matter related to the proposal, or any other expenses incurred by Proposer(s) prior to the date of award of the contract(s) resulting from this procurement.

3.2 Contract Type

The Commission intends to award a lump sum fixed price contract based on the services described in the Statement of Work.

3.3 Period of Performance

The anticipated contract term or period of performance will be for a four (4) month period from the formal Notice to Proceed (Approx. 0-20 days lead time for hardware/software, 10 days to pre-configure all equipment, 15 days to deliver and install all equipment, 60 days for Commission to test system). Final schedule must be approved by the designated RCTC project manager.

3.4 Informed Proposer

Offerors shall review the Sample Contract Form (*Appendix B*) for a complete understanding of all terms and conditions included therein. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at proposer's own risk and proposer cannot secure relief on the plea of error.

3.5 Proposer Representations

By submitting a proposal, each proposer represents that it:

- 3.5.1 Has thoroughly examined and become familiar with the work described in the Statement of Work (*Appendix A*).
- 3.5.2 Understands the requirements of the Statement of Work, the nature and location of the work, and all other matters that can affect the work.
- 3.5.3 Will honor its proposal for 120 days, and acknowledges that the proposal cannot be withdrawn within that time and without prior written consent from the Commission.
- 3.5.4 Will comply with all requirements set forth in this RFP and, if awarded, the ensuing contract.
- 3.5.5 Has reviewed the attached Sample Contract Form (*Appendix B*) and, other than through the request for clarification process described below in paragraph 3.7, will not seek to alter or revise its terms and conditions.

3.5.6 Will, if selected to perform the work, comply with all terms and conditions set forth in the contract associated with this procurement (Appendix B).

3.5.7 Will comply with:

- The Fair Employment and Housing Act, relating to non-discrimination, (California Government Code Sections 12900 et seq.).
- Statutory requirements relating to “Whistleblower” requirements (California Labor Code Sections 1101 et seq.).
- Statutory requirements relating to employment of undocumented aliens (California Public Contract Code, Section 6101).
- Statutory requirements related to “prevailing wage” requirements (California Labor Code, Sections 1720 et seq.).

3.6 Addenda

The Commission reserves the right to revise or amend the RFP documents prior to the stated proposal submittal deadline. Any such revisions will be made by written addenda to this RFP. Such addenda will be posted on the Commission’s website at www.rctc.org. Since such posting of addenda on the Commission’s website is considered constructive notice of the document change, potential proposers are encouraged to check the Commission’s website routinely for postings. Firms must acknowledge receipt of addenda in their proposal letters. Failure to acknowledge receipt of all addenda may render the proposal non-responsive.

3.7 Requests for Clarification

3.7.1 Submitting Requests

All requests for clarifications, changes, exceptions or deviations to the Statement of Work, terms and conditions, or request for authorization of an approved equal set forth in this RFP must be submitted in writing via fax at (951) 787-7906, email at mwallace@rctc.org, or via regular mail to the Commission’s offices listed above.

All such requests must be clearly labeled “Written Questions” or “Request for an Approved Equal” and must reference the subject RFP number and title. Requests must be received by the Commission no later than 4:00 p.m. on Wednesday, August 17, 2011.

3.7.2 Commission Response

The Commission will respond to all written questions within a reasonable time period. For those which require a change to the RFP documents, a written addendum will be issued. Responses to written questions and addenda will be posted on the Commission’s website. Therefore, all potential proposers to this subject RFP are encouraged to check the Commission’s website frequently. The Commission will not accept any requests for consideration of deviations, exceptions, changes or clarifications after the time and date specified above.

3.7.3 Exceptions or Clarifications to Sample Contract Form

Offerors shall familiarize themselves with the Sample Contract Form (*Appendix B*). The Commission intends to use the attached Sample Contract Form as the contract resulting from this RFP. Should the Offeror have concerns, questions, or recommended changes to the Sample Contract Form requirements, then those concerns/recommended changes must be specified in detail and submitted in writing to the Commission as set forth in paragraph 3.7.1. The Commission will review Offeror's concerns/recommendations and may post on the Commission's website Offeror's request and any comments from the Commission regarding the potential for consideration of such recommended change(s) during formal negotiations with the successful Offeror. Changes to the Commission's Sample Contract form shall be made at the Commission's sole and absolute discretion.

Contractors are reminded that requests for approved equals, deviations to insurance requirements or other terms and conditions, and questions or concerns about the Statement of Work should be submitted as part of the RFP clarification process.

3.8 Withdrawal of Proposal

The Contractor may withdraw its proposal before the opening of proposals by submitting a written request signed by an authorized representative of the firm and delivered to the Procurement and Assets Administrator.

3.9 Commission Rights

The Commission may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer, and require additional evidence of qualifications to perform the work described in this RFP. This RFP does not commit the Commission to issue a contract to implement this procurement.

Furthermore, the Commission reserves the right to:

- 3.9.1 Accept or reject any and all of the proposals, or any item or part thereof, at its discretion.
- 3.9.2 Make an award for a portion of the Statement of Work.
- 3.9.3 Award contracts to one or more contractor(s).
- 3.9.4 Cancel or withdraw the entire RFP, or any part thereof, at any time without prior notice.
- 3.9.5 Issue a subsequent or concurrent RFP.
- 3.9.6 Waive any minor errors or irregularities in any proposal, to the extent permitted by law.
- 3.9.7 Obtain information from any source that has the potential to improve the understanding and evaluation of the RFP.

- 3.9.8 Postpone RFP openings for its own convenience.
 - 3.9.9 Remedy or overlook technical errors in the RFP process.
 - 3.9.10 Appoint an Evaluation Committee to review RFPs.
 - 3.9.11 Seek the assistance of outside technical experts.
 - 3.9.12 Approve or disapprove the use of particular subcontractors.
 - 3.9.13 Establish a short list of offerors eligible for interview after review of written RFPs.
 - 3.9.14 Negotiate with any, all or none of the respondents to the RFP.
 - 3.9.15 Solicit best and final offers (BAFOs) from all or some of the respondents.
 - 3.9.16 Accept other than the lowest monetary offer.
 - 3.9.17 Award a contract based upon initial offers.
- 3.10 The selected proposer(s) are required to comply with all relevant local, state, and federal laws, codes and ordinances. If proposer outsources any work or job to a sub-proposer, it will be the prime proposer's responsibility to ensure that all sub-proposers meet the requirements set forth in this RFP and the resultant contract.
- 3.11 Public Records Act
- 3.11.1 All records, documents, drawings, plans, specifications and other materials submitted by contractor(s) in its proposal and during the course of any work awarded shall become the exclusive property of the Commission and may be deemed public records and subject to the provisions of the California Public Records Act (Government Code, sections 6250 et seq.). The Commission's use and disclosure of its records are governed by this act.
 - 3.11.2 The Commission will accept information clearly labeled "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" as determined by the submitting party in accordance with the act. The Commission will endeavor to inform the submitter of any request for the disclosure of such information. Under no circumstances, however, will the Commission be responsible or liable to the submitter or any other party for the disclosure of any such labeled information. Firms that indiscriminately identify all or most of their proposal as exempt from disclosure without justification may, at the Commission's discretion, be deemed non-responsive.
 - 3.11.3 The Commission will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act, including interpretations of the act or the definitions of "Trade Secret," "Confidential," or "Proprietary."

- 3.11.4 If litigation is brought under the Public Records Act concerning documents submitted in response to this RFP, the appropriate contractor(s) shall indemnify, defend and hold harmless the Commission in such litigation.

3.12 Protest Procedures

The Commission has on file a set of written protest procedures applicable to the solicitation. They may be obtained by contacting the designated Procurement Officer by fax at 951-787-7906. Any protest filed by a firm in connection with this RFP must be submitted in accordance with the Commission's written procedures.

3.13 Prohibited Prior Work

Any person or entity that has substantially assisted the Commission, or a Contractor duly engaged by the Commission in preparing any aspect of the RFP or any cost estimate associated with this procurement is prohibited from submitting a proposal in response to this RFP. Contractors that received assistance from any such person or entity, or who will use the services of such person or entity in performing the services will be disqualified.

3.14 Prohibited Communications

No proposer, or anyone representing a proposer, is to discuss this RFP with any official or employee of the Commission, other than the Procurement Officer named in this RFP. Neither proposers, nor anyone representing a proposer, are to discuss this RFP with any Contractor engaged by the Commission for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the Contractor even if the contract has already been awarded.

3.15 Use of Subcontractors

- 3.15.1 The proposer awarded a contract by the Commission must be the prime contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subcontractors. Acceptance or rejection of a proposer's request to use subcontractors is at the sole discretion of the Commission. The Commission reserves the right to reject any proposal to function as the prime Contractor on the awarded contract. When approved, the subcontractor(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by its subcontractor(s).

- 3.15.2 With prior approval of the Commission, the prime contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement. The prime contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and the

Commission or any obligation on the part of the Commission to pay, or to be responsible for the payment of, any sums to the subcontractors.

3.15.3 The provisions of resultant agreement shall apply to all subcontractors in the same manner as to the prime contractor. In particular, the Commission will not pay, even indirectly, the fees and expenses of a subcontractor that does not conform to the limitations and documentation requirements of resultant agreement.

3.15.4 Upon written request from the Commission, the contractor shall supply the Commission with subcontractor agreements.

4.0 INSURANCE REQUIREMENTS

The Commission requires Contractors doing business with it to obtain appropriate insurance coverage within the prescribed minimum limits set forth in the attached Sample Contract Form (*Appendix B*). The required insurance certificates must comply with all requirements of the standards as shown in the contract and must be provided within ten (10) days of issuance of the Notice of Intent to Award and prior to the commencement of any work under the terms of the contract.

5.0 PROCUREMENT SCHEDULE

5.1 Request for Clarification(s)

5.1.1 Deadline for requests for clarification, pursuant to paragraph 3.7 above, is 4:00 p.m. on Wednesday, August 17, 2011.

5.2 Proposal Deadline Date

Proposals must be received at the offices of the Commission on or before Wednesday, August 31, 2011, at 2:00 p.m.

Attention: Matt Wallace, Procurement and Assets Administrator
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

5.2.1 Proposals that are mailed through either regular or expedited mail service should be addressed to the Commission office as listed above.

5.2.2 Proposals received after the specified date and time may be considered non-responsive and returned to senders unopened.

5.3 Contract Award

5.3.1 Tentative Contract award date is October 12, 2011. Prior to presenting this item to the full Commission for award, the Commission's Budget and Implementation Committee will review the item on September 26, 2011 at the Commission's

building. If necessary, please contact the Procurement Officer for further detail or updates regarding this process.

- 5.3.2 The Commission board meets to consider award actions regularly on the second Wednesday of each month, at 9:30 a.m., local time. Commission meeting agendas list all items involving matters that are public information, including awards, and are posted at the Commission's offices at least 72 hours in advance of regular meetings, as are any changes in the time or place of these meetings.
- 5.3.3 At its sole discretion, the Commission may notify proposers of award recommendation information by mail, e-mail or fax. Failure to so notify any proposer shall not impact, alter or invalidate the Commission's action.

6.0 SUBMITTAL REQUIREMENTS

6.1 Proposal Content and Format

Please utilize the boxes below () as a checklist to ensure a complete response to the RFP.

- 6.1.1 Proposals shall be typed and submitted on 8½ x 11 inch paper. Inclusion of unnecessary, elaborate, or general promotional materials is discouraged. Narrative should be brief, concise and completely respond to the questions or issues raised by the published evaluation criteria.
- 6.1.2 Non-cost proposals and cost proposals (Appendix G) shall be submitted in separate, sealed envelopes. Envelopes containing the non-cost proposals should be clearly marked "**RFP No. 12-45-007-00, REGIONAL RIDEMATCHING NETWORK REFRESH**" and cost proposal envelopes shall be marked "**Cost Proposal.**"
- 6.1.3 An original and four (4) copies of all material are to be submitted. Proposals, including all attachments and resumes, should not exceed 25 pages.
- 6.1.4 Proposals must include the following sections, organized as indicated here:

TAB 1 - Proposal Letter

Proposal Letter. The proposal letter included herein as Appendix 'D' to this RFP must be signed by a person or persons authorized to legally bind the proposer to enter into the contract.

TAB 2 - Qualifications of Firm

This section of the proposal should establish that the Contractor has the ability to satisfactorily perform the required work; the skill, knowledge and understanding of the subject matter; the requisite previous experience on similar assignments; the stability and professional standing.

This section should include, at a minimum:

- (a) Firm Profile. A brief profile of the firm including the capability to provide the required services; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.
- (b) Firm Experience. Describe the firm's experience in conducting assignments that are similar in nature and/or related to the work described in the Statement of Work. Describe experience in performing work as described in this RFP with various government agencies.
- (c) Litigation and Contract History. Provide a brief description of any:
- Conviction or indictment of the firm or any officer of the firm within the last three years involving alleged fraud, bribery, collusion, conspiracy, or violation of state or federal antitrust law.
 - Adjudication or determination by any federal, state, or local agency that the firm or any officer of the firm has violated any provision of law relating to equal opportunity or fair employment.
 - Conviction of the firm or any officer of the firm related to any state or federal law relating to the employment of undocumented foreign worker.
 - Termination of a contract for convenience or for cause.
- (d) Project Reference Form. Complete, sign and submit Appendix 'F' (Project Reference Form). Include assignments that are similar in nature and/or related to the work described in the Statement of Work.
- Provide five (5) references, public agencies or private organizations, which demonstrate past and present performance. References shall demonstrate that the firm has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least five (5) years. Each reference shall include: company name, address, contact person, email and telephone, and dates of work performed.
- (e) Organization Chart. Include a project organization chart that clearly delineates communication/reporting relationships among the project staff members.
- (f) Identify subcontractors, if any, by company name, address, contact person, telephone number project function. Describe Offeror's experience working with each subcontractor.

TAB 3 - Qualifications of Personnel

This section should identify the qualifications of the individuals, sub Contractors, and/or suppliers that will be providing services.

Include brief résumés for key personnel, project staff and sub contractors highlighting their skill, knowledge, and understanding of applicable subject matter, experience on comparable projects, and applicable professional credentials. Include copies of applicable professional credentials.

Identify Project Manager and key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current assignment and its duration, proposed position for this project, and how long the person has been with the firm.

TAB 4 – Work Plan

Contractor shall provide a narrative that addresses the Scope of Services and demonstrates Offeror's understanding of Commission's needs and requirements.

The work plan/schedule must respond to the stated RFP objectives and expectations. Contractor should submit a plan/schedule detailing the process needed to complete the tasks within the Scope of Work, with defined deliverables, task milestone completion dates, and a list of all items that will need to be provided to contractor in order to complete the project.

TAB 5 – Required Forms

The required submittal forms must be included with the proposal. The forms shall be prepared using the copies provided with the RFP documents, or on legible photocopies. Proposals that are partial, incomplete or modified in form or substance from what is requested in the forms may be considered non-responsive. Proposers shall initial all interlineations and revisions to entries. Failure to do so may render the proposal incomplete and non-responsive.

Proposers' authorized signatory must review, complete, sign and submit the following forms with its proposal:

Appendix C – CAMPAIGN CONTRIBUTION CERTIFICATION

Appendix E – CONTRACTOR INFORMATION FORM

COST PROPOSAL – APPENDIX 'G' (Submit in a Separate, Sealed Envelope)

Proposal Pricing Form. Submit the Proposal Pricing Form (Appendix 'G') associated with the provision of the services described in Appendix A, Statement of Work, in a separate sealed envelope as described above in 6.1.2.

7.0 EVALUATION OF PROPOSALS

7.1 Basis of Award

- 7.1.1 Any proposals submitted in response to this RFP will be evaluated according to the stated evaluation criteria. The evaluation criteria may only be modified by written addendum to the RFP.
- 7.1.2 If awarded, a contract award(s) will be made to the proposer(s) earning the highest total evaluation score based upon the proposal evaluation criteria detailed under the terms of the RFP.

7.2 Minimum Qualifications

- 7.2.1 Contractor must be a responsible firm that has been in continuous existence and has provided continuous services for the relevant requirements contained herein for at least five (5) years.

- 7.2.2 Contractor must be a certified Channel Partner or Value Added Reseller (VAR).

7.3 Evaluation Criteria – Qualifications of Firm, Qualifications of Personnel, Work Plan, Cost. Contractor's proposal shall be evaluated based upon the following criteria:

7.3.1 Evaluation Criteria - **100** total points possible.

- **Qualifications of Firm (25 points max.)**

Experience in performing work similar in nature and/or related to the work described in the Statement of Work; experience working with public agencies, strength and stability of the firm; appropriateness of personnel to their assigned work tasks; logic of project organization; adequacy of labor commitment.

- **Qualifications of Personnel (20points max.)**

Qualifications and previous experience of personnel; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm" section; concurrence in the restrictions on changes in key personnel.

- **Work Plan (15 points max.)**

Depth of Offeror's understanding of Commission's requirements; overall quality and logic of work plan; safety program and history; appropriateness of labor distribution among the tasks; ability to meet project deadlines; utility of suggested technical or procedural innovations.

- **Cost (40 points max.)**

Reasonableness of the total price based on anticipated requirements; adequacy of data in support of figures quoted; basis on which prices are quoted.

8.0 DEBRIEFINGS

If requested, oral debriefings will be given to unsuccessful firms after the Commission's Board authorizes an award of the subject contract.

END

APPENDIX A – STATEMENT OF WORK
REQUEST FOR PROPOSALS NO. 12-45-007-00
REGIONAL RIDEMATCHING NETWORK REFRESH

STATEMENT OF WORK

I. DESCRIPTION OF WORK

All Work performed by the Contractor shall be consistent with the Contract Plans as detailed in these specifications. All on site Work shall be performed between the hours of 8:00 am and 5:00 pm Monday through Friday and at no other time, unless approved in writing by the Commission.

The purpose of this Statement of Work section is to inform the Contractor of the proposed Work under the Contract.

The Commission requires the professional services of one contractor to refresh/upgrade its regional ridematching database system. The awarded contractor will be required to furnish and install all hardware and software for a smooth migration from the old, outdated system to the new, upgraded system. The Contractor shall provide all labor, equipment and materials necessary to complete the Project.

A. Configuration Planning and Deployment Timeframe

The Virtualization and Optimization methodology applies the following VMware/Microsoft endorsed project time frame. Milestones must be provided on the following.

- Step 1: Determine the Virtualization Scope
- Step 2: Create the List of Workloads
- Step 3: Select the Backup and Fault-Tolerance Approaches for Each Workload
- Step 4: Summarize and Analyze the Workload Requirements
- Step 5: Design and Place Virtualization Host Hardware
- Step 6: Map Workloads to Hosts
- Step 7: Design Backup and Fault Tolerance
- Step 8: Design the Storage Infrastructure
- Step 9: Design the Network Infrastructure

B. Equipment

1. All equipment shall be new and must have a valid United States warranty.
2. Contractor shall furnish and install all equipment (hardware/software) listed in Appendix 'G'.
3. Unless otherwise specified in the RFP, product brand names or model numbers specified in this RFP are examples of the type and quality of product required, and are not statements of preference. If the specifications describing an item conflict with a brand name or model number describing the item, the specifications govern. Reference to brand name or number does not preclude an offer of a comparable or better product, if full specifications and descriptive literature is provided for the product. Failure to provide such specifications and descriptive literature may be cause for rejection of the offer.

C. Delivery/Installation

1. Equipment shall be delivered to and pre-configured at the awarded Contractor's facility. Once the equipment has been pre-configured, Contractor shall schedule delivery of the equipment to the address below. Equipment that does not need to be pre-configured may be shipped directly to the address below.
2. All equipment shall be installed at 7355 Magnolia Ave. Riverside, Ca. 92504. **Note: the delivery point does not have a loading dock.**
3. All equipment shall be unpacked, assembled, placed in designated locations (basement with stairs), and connected to the existing wiring infrastructure.
4. Installation shall be completed within 45 days of Contractors receipt of the Notice to Proceed letter. An earlier installation date would be acceptable. A later installation date may be acceptable provided it is set forth in the proposal and accepted by the Commission.
5. Contractor shall be responsible for cleaning up any debris and repairing any damage done to the building or equipment incident to the installation of the system.

D. Testing

1. After the delivery and installation of the hardware, software, and VMware (the "system)", the Commission will have 60 days to test the system, which may include real time usage, and to notify the contractor of any non-conformity between the system as installed and the specifications. The Contractor will commence to correct any non-conformity promptly, will correct any non-conformity which has a material adverse effect on the operation of the system in less than 2 days on mission critical equipment and 5 days on non-critical equipment from the notice of non-conformity, and will correct all other non-conformities in a reasonable time.

E. Term of Payment

1. The term of payment is as follows:
 - a. 50% upon confirmation of all equipment received.
 - b. 50% upon Commission's completion of testing.

2.0 CONTRACTOR OBLIGATIONS

A. Personnel and Use of Site(s)

1. The contractor shall provide a competent and sufficient supervisory work force as may be necessary to properly maintain efficient performance of the work at all times. Supervision shall have full authority to represent the contractor in making decisions and executing the work in a first class workmanlike manner.
2. Contractor shall not employ on any work for the Commission any unfit person or anyone unskilled in the work assigned to him, and contractor shall at all times keep the work site, including any storage areas used by him, free from accumulation of waste materials, trash or rubbish. All materials shall be properly disposed of pursuant to California law. Commission dumpsters shall not be used for this purpose.

3. Contractor shall confine the storage of materials and operations of its workers, vehicles and equipment to limits prescribed by law, ordinances, permits and the directions of the Commission's designated project manager and, upon completion of work for the Commission, Contractor shall leave the work and premises in a condition satisfactory to the Commission's designated project manager.
4. The contractor shall be responsible for damages caused by its operations. In the event that damage does occur, the cost of repairs shall be paid by the contractor at no cost to the Commission.

B. Labor and Materials

1. CONTRACTOR shall provide all labor, materials, and tools required for the Project, as necessary.
2. Provide necessary equipment required to perform the work specified in the CONTRACT.
3. Unless otherwise specifically noted, contractor shall provide and pay for all labor, materials, equipment, tools, utilities not provided by the Commission, transportation and other facilities and services needed for the proper execution and completion of the work.
4. All materials shall be new, free of defects, suitable for the specific purpose intended, and subject to the review and approval of the Contract Administrator or his designee.
5. Any material or equipment not conforming to the requirements or found to be damaged or defective at the time of delivery shall be replaced by the contractor without additional cost to the Commission.
6. If the contractor fails to comply promptly with any order of the Commission's designated project manager, to replace or repair damaged or defective material, equipment or work, the Commission's designated project manager shall, upon written notice to the contractor, have the authority to deduct the cost of such replacement or repair from any compensation due or to become due the contractor.
7. All guarantees and warranties obtainable by the contractor from manufacturers and vendors of equipment, in the performance of this contract, shall be extended to the Commission to the full extent of their terms.

C. Notifications and Response Time(s)

1. Contractor and sub-contractors must provide the Commission with 24-hour contact number(s) for contractor's key personnel and an acceptable means of emergency "on-call" communication with the Commission's designated project manager.
2. Contractor's offices must have voice, fax and e-mail capability.
3. The Commission's designated project manager must be notified when contractor and or its subcontractor has employees on Commission-owned property, at times other than regularly scheduled work times.
4. Contractor and/or its subcontractor are to immediately notify the Commission's designated project manager of any unsafe or questionable condition that exists on the property.

D. Damages

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the prosecution of the work, or the furnishing of the supplies, materials or equipment, or from any action of the elements prior to the final acceptance of the work, or of the supplies, materials or equipment, or from any act or omission not authorized by the Commission on the part of the Contractor or any agent or person employed by it shall be sustained by the Contractor.

E. Protection and Safety

Contractor shall comply with all applicable federal, state, county and other appropriate standards, laws, safety codes, rules and regulations and the oral or written instructions of the Commission representative pertaining to protection of Commission property and the safety and protection of all persons in or about the site of the Work. Contractor alone shall be responsible for any damage or injury to any person or property resulting from Contractor's failure to maintain adequate safeguards against the occurrence of accidents, injuries or damages at the site of the Work.

End of Statement of Work

APPENDIX B – SAMPLE CONTRACT FORM
REQUEST FOR PROPOSALS NO. 12-45-007-00
REGIONAL RIDEMATCHING NETWORK REFRESH

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR REGIONAL RIDEMATCHING NETWORK REFRESH WITH [__CONTRACTOR__]

1. PARTIES AND DATE.

This Agreement is made and entered into this day of , 2011, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and [__NAME OF FIRM__] ("Contractor"), a [__LEGAL STATUS OF CONTRACTOR e.g., CORPORATION__].

2. RECITALS.

2.1 Contractor desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Contractor represents that it is a professional Contractor, experienced in providing regional ridematching network refresh to public clients and is familiar with the scope of services of Commission.

2.2 Commission desires to engage Contractor to render certain consulting services for the conduct of Regional Ridematching Network Refresh ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Contractor promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from _____ to _____, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, the Commission shall respond to Contractor's submittals in a timely manner. Upon request of the Commission, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor under its supervision. Contractor will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Contractor on an independent contractor basis and Contractor is not an employee of Commission. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of Commission and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel or Sub-Contractors. Contractor has represented to Commission that certain key personnel and sub-Contractors will perform and coordinate the Services under this Agreement. Should one or more of such personnel or sub-Contractors become unavailable, Contractor may substitute other personnel or sub-Contractors of at least equal competence and experience upon written approval of Commission. In the event that Commission and Contractor cannot agree as to the substitution of key personnel or sub-Contractors, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel and sub-Contractors for performance of this Agreement are as follows:

3.7 Commission's Representative. Commission hereby designates [INSERT NAME OR TITLE], or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Contractor shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Contractor's Representative. Contractor hereby designates [INSERT NAME OR TITLE], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Contractor agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, Contractors and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Contractor shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this

Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.

3.11 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Contractor has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.12.3 Professional Liability. Contractor shall procure and maintain, and require its sub-Contractors to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and, (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, its directors, officials, officers, employees and agents.

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Contractor shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Contractor shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on

forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto. The total compensation shall not exceed [___INSERT WRITTEN DOLLAR AMOUNT___] (\$[___INSERT NUMERICAL DOLLAR AMOUNT___]) without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Contractor shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Upon termination, Contractor shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONTRACTOR:

Attn: _____

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement (“Documents & Data”).

Contractor shall require all subcontractors to agree in writing that Commission is

granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Commission, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the

performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. Contractor shall defend, indemnify and hold Commission, its directors, officials, officers, employees, Contractors, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission or its directors, officials, officers, employees, Contractors, agents and volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, Contractors, agents and volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse Commission and its directors, officials, officers, employees, Contractors, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission or its directors, officials, officers, employees, Contractors, agents and volunteers.

The indemnification language above shall apply except as to design professional services, as defined in Civil Code section 2782.8, including any architect, landscape architect, engineer or land surveyor services, provided pursuant to this Agreement. As to such Services, to the fullest extent permitted by law, Contractor shall defend, indemnify and hold Commission, its directors, officials, officers, employees, Contractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligence, recklessness, or willful misconduct of Contractor, its officials, officers, employees, agents, Contractors, and contractors arising out of or in connection with the performance of the Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its directors, officials, officers, agents, Contractors, employees and volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, Contractors, employees and volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse the Commission and its directors, officials, officers, agents, Contractors, employees and volunteers, for any and all legal expenses and costs,

including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, Contractors, employees and volunteers.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Contractors. The Commission reserves the right to employ other Contractors in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Contractor without the prior written consent of Commission.

3.27 Prohibited Interests.

3.27.1 Solicitation. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.28 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Contractor shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Contractor certified that it is aware of the requirements of California Labor Code Sections 1720 etseq. and 1770 etseq., as well as

California Code of Regulations, Title 8, Section 16000 etseq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Contractor with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the project site. Contractor shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Contractor and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Contractor or any sub-Contractor for the employment and training of apprentices. Upon issuance of this certificate, Contractor and any sub-Contractor shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Contractor.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day’s work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day (“Eight-Hour Law”), unless Contractor or the Services are not subject to the Eight-Hour Law. Contractor shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-Contractor under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Contractor or the Services are not subject to the Eight-Hour Law.

[signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR REGIONAL
RIDEMATCHING NETWORK REFRESH WITH [__ CONTRACTOR __]**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONTRACTOR
[INSERT NAME OF CONTRACTOR]**

By: _____
[INSERT NAME], Chairman

Signature

Name

Title

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger LLP
General Counsel

21.1 Exhibit "A"

21.2 Scope of Services

[__INSERT__]

21.3 Exhibit "B"

21.4 Schedule of Services

[__INSERT__]

21.5 Exhibit "C"

21.6

Compensation

APPENDIX C – CAMPAIGN CONTRIBUTION CERTIFICATION
REQUEST FOR PROPOSALS NO. 12-45-007-00
REGIONAL RIDEMATCHING NETWORK REFRESH

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS TO COMMISSIONERS

Government Code Section 84308, 2 California Code of Regulations 18438.1, Et Seq

No Commissioner of the Riverside County Transportation Commission shall receive or solicit a campaign contribution of more than \$250 from Bidder, or Bidder's agent, during the time of: 1) Bid solicitation; 2) Consideration of Bids received; and, 3) Awarding of a contract based on a Bid (collectively referred to as the "Proceeding"), and for 3 months following the conclusion of the Proceeding. This prohibition does not apply to the awarding of contracts that are competitively bid. In addition, Commissioners cannot participate in any such matters if they have received more than \$250 in campaign contributions within the last year from anyone financially interested in the Proceeding, such as Bidder and/or Bidder's agent.

Pursuant to these requirements, Bidder shall disclose any campaign contribution in an amount of more than \$250 made by Bidder, and/or Bidder's agent, to any Commissioner within 12 months from the date of these Bid Documents/Request For Proposals (as applicable). For the purposes of this disclosure obligation, contributions made by Bidder within the preceding 12 months shall be aggregated with those made by Bidder's agent within the preceding 12 months or the period of the agency relationship between Bidder and Bidder's agent, whichever is shorter. In addition, Bidder and/or Bidder's agent shall not make a contribution of more than \$250 to a Commissioner during the Proceeding and for 3 months following the conclusion of the Proceeding.

The disclosure by Bidder, as set forth, herein, shall be incorporated into the written record of the Proceeding and shall be made available to the public for inspection and copying.

The following is a list of the Commissioners of the Riverside County Transportation Commission:

Bob Buster, County of Riverside
John F. Tavaglione, County of Riverside
Jeff Stone, County of Riverside
John J. Benoit, County of Riverside
Marion Ashley, County of Riverside
Bob Botts / Don Robinson, City of Banning
Roger Berg / Jeff Fox, City of Beaumont
Joseph DeConinck / Carie Covell, City of Blythe
Ella Zanowic / Jeff Hewitt, City of Calimesa
Mary Craton / Barry Talbot, City of Canyon Lake
Greg Pettis / Kathleen DeRosa, City of Cathedral City
Steven Hernandez / Eduardo Garcia, City of Coachella
Karen Spiegel / Steve Nolan, City of Corona
Scott Matas / Russell Betts, City of Desert Hot Springs
Adam Rush / Ike Bootsma, City of Eastvale
Larry Smith / Robert Youssef, City of Hemet
Douglas Hanson / Patrick Mullany, City of Indian Wells

Glenn Miller / Michael Wilson, City of Indio
 Terry Henderson / Don Adolph, City of La Quinta
 Bob Magee / Melissa Melendez, City of Lake Elsinore
 Darcy Kuenzi / Wallace Edgerton, City of Menifee
 Marcelo Co / Richard Stewart, City of Moreno Valley
 Rick Gibbs / Kelly Bennett, City of Murrieta
 Berwin Hanna / Kathy Azevedo, City of Norco
 Jan Harnik / William Kroonen, City of Palm Desert
 Steve Pougnet / Ginny Foat, City of Palm Springs
 Daryl Busch / Al Landers, City of Perris
 Scott Hines / Gordon Moller, City of Rancho Mirage
 Steve Adams / Andy Melendrez, City of Riverside
 Scott Miller / Andrew Kotyuk, City of San Jacinto
 Ron Roberts / Jeff Comerchero, City of Temecula
 Ben Benoit / Timothy Walker, City of Wildomar
 Raymond Wolfe, Governor's Appointee

I/We hereby disclose the following political contributions of more than \$250 made within the preceding 12 months and for 3 months following the conclusion of the Proceeding to any Commissioner:

<u>Date of Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach Additional Sheet, If Necessary)

Date of Disclosure (Same As Bid Date) _____

BIDDER:

Signature of Bidder

Name

Title

Company

APPENDIX D – PROPOSAL LETTER
REQUEST FOR PROPOSALS NO. 12-45-007-00
REGIONAL RIDEMATCHING NETWORK REFRESH

RIVERSIDE COUNTY TRANSPORTATION AUTHORITY
4080 LEMON STREET
THIRD FLOOR
RIVERSIDE, CA 92501

SUBJECT: REQUEST FOR PROPOSAL CONTRACT NO. 12-45-007-00
REGIONAL RIDEMATCHING NETWORK REFRESH

In response to the above referenced Request for Proposals (RFP) and in accordance with the accompanying Instructions to Proposers and Submittal Requirements, we the undersigned hereby offer to perform and complete the work as required in the Contract Documents.

If recommended for contract award, will provide to the Commission all required Certificates of Insurance. The proposal submitted in response to subject RFP shall be in effect for 120 days after the proposal due date.

Further, the undersigned agrees to execute the Commission prepared Contract and provide all required Certificates of Insurance within ten calendar days after receipt of Notice of Award. The Proposer represents that the following person(s) are authorized to negotiate on its behalf with the Commission in connection with this RFP and will provide appropriate evidence of authorization upon request:

Printed Name	Title	Phone
--------------	-------	-------

Printed Name	Title	Phone
--------------	-------	-------

Printed Name	Title	Phone
--------------	-------	-------

In addition to the formal certifications provided, the Proposer certifies that it has:

- A. Examined and is fully familiar with all of the provisions of the RFP Documents and any amendment thereto;
- B. Satisfied itself as to the requirements of the Contract;
- C. Carefully reviewed the accuracy of all statements shown in this Proposal;
- D. Examined the experience, skill and certification (if any) requirements specified in the Statement of Work and that the entities (Contractor,

- E. Subcontractor, Supplier) performing the work fulfill the specified requirements, and
- F. Satisfied itself with respect to other matters pertaining to the RFP which in any way affect the performance of the Work.

G. Unless otherwise noted within this letter, the proposal has been submitted without exception and all Commission Contract Terms and Conditions are acceptable to the Proposer. Noted exceptions will be evaluated for responsiveness and significance, and may initiate discussions with the selected firm to clarify or resolve such exceptions. It is understood that if it is not in the best interests of the Commission to accept proposed exceptions, notice will be provided to the Proposer to accept the Terms and Conditions as stated in the RFP, or be eliminated for further consideration.

Exceptions (if any):

Therefore, the undersigned hereby agrees that the Commission will not be responsible for any errors and/or omissions in the Proposal.

The undersigned acknowledges receipt, understanding and full consideration of the following amendment to the RFP Documents:

Amendment/Addendum No(s):

No.	Date	Initials

The Proposer further certifies that:

A. The only persons, firms, corporations, joint ventures/partnerships, and/or other parties interested in the Proposal as principals are those listed as such in the Proposal Forms; and

B. The Proposal is made without collusion with any other person, firm, corporation, joint venture/partnership, and/or other party.

C. Joint ventures/partnerships are to provide a signed copy of their agreement with their Proposal.

Proposer's
Name:

Business

Address:

Contractor's License

No.:

License Expiration

Date:

Classification

Type:

Phone: _____

Fax: _____

e-mail address :

Signature of Authorized Official

Type or Print
Name

Title

Date

_____ being duly sworn, deposes and says
Name

That he/she is the _____ of _____
Title Company

and that all statements and information contained in the Proposal and made a part of through attachment and/or reference, are true and correct.

Subscribed and sworn before me before this _____ day of _____, 201__.

Notary Public: _____

My Commission expires: _____

APPENDIX E – CONTRACTOR INFORMATION FORM
REQUEST FOR PROPOSALS NO. 12-45-007-00
REGIONAL RIDEMATCHING NETWORK REFRESH

APPENDIX E
CONTRACTOR INFORMATION FORM

Name of Company: _____

Address: _____

Legal Status (i.e., Sole Proprietorship, Partnership, Corporation):

Federal Tax I.D. Number: _____

Contractor Authorized Signature for Agreement:

Contact Name: _____

Contact Title: _____

Phone: _() _____ Fax: _() _____

E-mail: _____

Contractor Point of Contact:

Contact Name: _____

Contact Title: _____

Phone: _() _____ Fax: _() _____

E-mail: _____

Is your company a Certified Disadvantaged Business Enterprise (DBE)?

Yes No

Will your company be utilizing Certified Disadvantaged Business Enterprise (DBE) firm(s) under this agreement?

Yes No

Does your firm currently carry Railroad Protective Liability Insurance Coverage?

Yes No If yes, please name the carrier and limits _____

APPENDIX F – PROJECT REFERENCE FORM
REQUEST FOR PROPOSALS NO. 12-45-007-00
REGIONAL RIDEMATCHING NETWORK REFRESH

APPENDIX F - PROJECT REFERENCE FORM
REQUEST FOR PROPOSALS (RFP) NO. 12-45-007-00
REGIONAL RIDEMATCHING NETWORK REFRESH

Provide experience and past performance information in the format provided below which demonstrates five (5) or more years of comparable professional experience. The Commission will contact references to verify information provided and inquire of past performance data.
 Add additional pages, if necessary.

PROJECT NAME AND LOCATION	DESCRIPTION OF WORK	OWNER'S NAME, ADDRESS, PHONE NO. CONTRACT PERSON	TOTAL VALUE OF CONTRACT	DATE CONTRACT BEGAN	DATE CONTRACT ENDED
			\$		
			\$		
			\$		
			\$		
			\$		
			\$		

APPENDIX G – PROPOSAL PRICING FORM
REQUEST FOR PROPOSALS NO. 12-45-007-00
REGIONAL RIDEMATCHING NETWORK REFRESH

Equipment - Hardware/Software

QTY	Description	Warranty
1	VC Server - vCenter Server is the simplest, most efficient way to manage VMware vSphere HP ProLiant DL360 G7 -CTO, 1 x Intel Xeon E5620 / 2.4 GHz Processor, 2 x 300GB 10K HD, DVD Drive, 4GB Ram, Rack-mountable - 1U (CTO=Configured and Integrated by HP at Factory),	3 Years, 24x7, on-site, Hardware Support
2	VMware vSphere Server(s) - eliminating the old "one server, one application" model HP ProLiant DL380 G7 - CTO, 2 x Intel Xeon X5675 3.06GHZ Processor, 2 x 300GB, DVD Drive, 72GB Ram, Rack-mountable - 2U, 2x HP NC375T PCI Express Quad Port Gigabit Server Adapter,	3 Years, 24x7, on-site, Hardware Support
1	SAN - is a high-speed special-purpose network that interconnects data storage with data servers HP StorageWorks P4300 G2 MDL SAS Starter SAN Solution CTO Hard drive array - 16 TB - 16 bays (SAS) - 16 x HD 1 TB - DVD-ROM - iSCSI (external) - rack-mountable - 4U, (CTO=Configured and Integrated by HP at Factory)	3 Years 24x7 Hardware Support
4	VMware Software – required for Virtualization VMware vSphere Enterprise Edition, (v. 4.1) - license + 1 Year 24x7 Support - 1 processor	Software - 1 year, 24x7, support
1	VMware Software – required for Virtualization VMware vCenter Server Foundation Edition for vSphere, (v. 4.1) - license + 1 Year 24 x7 Support	Software - 1 year, 24x7, support
1	HP Rack 10622 G2 Shock Pallet Rack - carbon, metallic graphite - 22U - 19" includes Power distribution unit (rack-mountable) - 17300 VA - 12 output connector(s)	Limited warranty, parts, 3 years
1	HP UPS R5500 UPS (rack-mountable) - AC 200/208/220/230/240 V - 4.5 kW - 5000 VA - 9 output connector(s) - 3U - Japan, North America Includes, HP Extended Runtime Module Battery enclosure (rack-mountable) - 3U and Management Adapter	3 year parts and labor, 3 year battery warranty, \$250,000 equipment guarantee
1	HP TFT7600 G2 KVM console - rack-mountable - TFT - 17.3" - widescreen - 1600 x 900 / 75 Hz - 187 cd/m2 - 500:1 - 16 ms - VGA - 1U, HP Server Console Switch 1x4 KVM switch - PS/2 - 4 x KVM port(s) - 1 local user - HP PS2 Server Console Cable Keyboard / video / mouse (KVM) cable - 6 pin PS/2, HD-15 (M) - 6 ft (pack of 2)	3 years parts and labor (limited warranty)
4	Microsoft Windows Server 2008 R2 Enterprise License - 1 server - MOLP: Open Business - Single Language.	1 year technical support

Equipment - Hardware/Software

QTY	Description	Warranty
1	Microsoft Licensing (40) Microsoft Windows Server 2008 License - 1 user CAL - MOLP: Open Business - Single Language (20) Microsoft Windows Remote Desktop Services 2008 R2 License - 1 user CAL - MOLP: Open Business - Win - Single Language (2) Microsoft SQL Server 2008 R2 Standard License - 1 server - MOLP: Open Business - Win - Single Language (40) Microsoft SQL Server 2008 R2 License - 1 user CAL - MOLP: Open Business - Win - Single Language (1) Microsoft Exchange Server 2010 Standard License – 1 Server (40) Microsoft Exchange 2010 1 user CAL - MOLP: Open Business - Win - Single Language	1 year technical support
2	Networking - HP E2910-48G Switch - managed - 48 x 10/100/1000 + 4 x shared and 20 Patch Cables RJ-45 (M) - RJ-45 (M) - 7 ft - (CAT 5e) – (40 cables total)	Lifetime warranty on HP Switch
20	Citrix Software XenApp Advanced Edition / Presentation Server Connection Pack	Online Technical Support Available at no charge.

Equipment furnished and installed under this RFP shall be with the make and model recommended above or an approved equal. All "OR APPROVED EQUALS" must be approved by the Contracts Administrator or his designee. Requests for approval of all "OR APPROVED EQUALS" items must be submitted no later than 4:00 p.m. on Wednesday, August 17, 2011.

Hardware Cost	\$ _____
Software Cost	\$ _____
Shipping and Handling Cost	\$ _____
Labor Cost	\$ _____
Taxes	\$ _____
*Total Lump Sum Cost	\$ _____

* Price shall include all direct and indirect costs, including labor charges, trucks, equipment, tools, overhead, travel, depreciation, all other expense and profit.