

Climate Protection Campaign

Web Based Trip Tracking: School Commute Challenge Tool REQUEST FOR PROPOSAL

December 1, 2011

The Climate Protection Campaign

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TABLE OF CONTENTS

SECTION 1—INTRODUCTION 1

- A. Purpose **3**
- B. Background **3**
- C. Proposal Submittal **4**
- D. Written Questions **4**
- E. Addenda **4**
- F. Finalist Interviews **4**
- G. RFP Process and Key Action Dates **4**
- H. Eligibility Requirements **5**
- I. Selection Process **5**
- J. Scope of Work **6**
- K. Future Use **7**

SECTION 2—CONTENT OF PROPOSALS 8

- L. Proposal Instructions **8**
- M. Proposal Questions **8**
- N. Funding Guidelines **9**
- O. Disadvantaged Business Enterprise (DBE) Participation **10**
- P. General Information **10**
- Q. Levine Act **11**
- R. Respect in the Workplace **11**
- S. Equal Opportunity Employment **12**
- T. Access Requirements for Individuals with Disabilities **12**
- U. Debarment **12**
- V. Duration **12**
- W. Cancellation of Intent to Award **12**
- X. Appeal **12**
- Y. Collaboration **13**
- Z. Web Site Reference **13**

SECTION 3—ATTACHMENTS 14

- Attachment A: Service Agreement **14**
- Attachment B: Scope of Work **29**
- Attachment C: Insurance Requirements **32**
- Attachment D: Budget Templates and Instructions **33**
- Attachment E: Disadvantaged Business Enterprise Information **35**

Section 1: Introduction

This Request for Proposals (RFP) outlines the information necessary to understand the selection process and the required documentation necessary for the submission of proposals. This is a competitive proposal. This RFP complies with all funding source recommendations and requirements.

A. Purpose

The Climate Protection Campaign is soliciting proposals from web designers to develop and maintain a site for the Cool School eCO2mmute program that will provide a contemporary web application to track student travel and encourage awareness of school travel choices to reduce carbon emissions and improve personal health for Sonoma, Alameda and San Mateo County High Schools.

Major project activities include developing the following services:

Design and implement a social site promoting eco-friendly transportation to High School aged students.
Ability for students to log data about trips to school and view carbon emissions reduction progress as an individual and for their team, school and other schools in their area.
Run event-based challenges or competitions.
Links to support other program elements to assist in running a successful program.
A variety of communication outlets including a newsletter and slideshows of ongoing eCO2mmute activities and a teacher forum.

The anticipated term of the project is February 3, 2012 (prospective start date) through April 12, 2012 (initial web site launch), with future web site review and updates in June 2012 and June 2013.

B. Background

In fall of 2011 the Bay Area School Transportation Collaborative (BASTC) was awarded a grant from the Metropolitan Transportation Commission to help schools that want to become green but lack the expertise, capacity and resources to do so. The BASTC is a collaboration of Alameda, Sonoma, San Mateo Counties and the City of San Jose along with their partner organizations to reduce greenhouse gas emissions associated with transportation. The collaborative will provide a model for replication across the region and facilitate a sharing of best practice, organizational strategies and a coordinated development of new tools to ensure easy replication.

The Climate Protection Campaign (CPC) has assumed the role of Lead Agency for the development of the Cool School eCO2mmute program for Sonoma County and the trip-tracking tool (referred to hereinafter as the 3T). MTC will provide funding through Caltrans for CPC to expend on 3T in accordance with all applicable regulations regarding the transportation project development process.

The goal of Cool School eCO2mmute is to establish a program capable of significantly reducing fuel consumption and greenhouse gas emissions from school-based transportation in the short-term, to support long-term mode shift around school transportation travel to sustainable methods and to offer a model that is replicable throughout the Bay Area. The program contains education, (sample curriculum, guest speakers and school assemblies) and encouragement, (the school commute challenge) opportunities for schools to support CPC transportation mode shift goals.

The objective of 3T is to deploy unique web-based trip-tracking tool software and web site to

support the school commute challenge.

While this pilot program specifically deals with transportation-based emissions, it is envisioned to ultimately integrate with other emissions programs and alternative transportation programs to create a unified Bay Area network.

C. Proposal Submittal

Proposers must submit (1) electronic copy on CD using Microsoft Word document format at a version not less than MS Office Word 2003, one (1) signed original proposal by **January 20, 2012**. Do not place the hard copy in a binder. Proposals must be enclosed in a sealed envelope or package and clearly marked "Climate Protection Campaign Web Based Trip Tracking: School Commute Challenge Tool RFP". Proposals are due before **January 20, 2012 5:00 PM PST**. Late submittals, submittals to the wrong location, or submittals with inadequate copies are considered nonresponsive and shall be rejected. Submittal of additional information after the due date shall not be allowed. Proposals shall be submitted to:

Amy B. Jolly

Climate Protection Campaign

Web Based Trip Tracking: School Commute Challenge Tool RFP

PO Box 3785

Santa Rosa CA 95402

D. Written Questions

All questions regarding the content of this RFP must be submitted in writing, either by e-mail or mail, and must be received by December 16, 2011 the date indicated in the Key Event Dates table identified in Section G.

Submit questions via e-mail to:

amy@climateprotection.org

When the CPC has completed its review of the questions, all of the questions and answers will be posted on our website www.climateprotection.org on December 23, 2011, the date indicated in the Key Event Dates table identified in Section G.

E. Addenda

Changes to this RFP may be necessary to provide updated information to proposers. Any addenda issued during the three-week announcement period (December 2, - December 23) will be posted to the Climate Protection Campaign web site www.climateprotectioncampaign.org. All proposers must include a signed *Certification of Receipt of Addendum* for each addendum with their proposal. The *Certification of Receipt of Addendum* can be found on the last page of the addendum. CPC will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of verbal instructions.

F. Finalist Interviews

Finalist interviews will be held January 23, -January 25, 2012.

G. RFP Process and Key Action Dates

The selection process and the key action dates are listed in this section. The procurement of these services will proceed as follows:

1. Release of Request for Proposals (RFP)
2. Proposal are due
3. Selection committee verifies that proposers are not suspended or debarred from federal contracts (<http://epls.arnet.gov>)
4. References are checked
5. Proposals are reviewed and evaluated by members of a Selection Committee Interviews may

- be scheduled for finalists
- 6. Communication of Award
- 7. Negotiate scope of work, deliverables and budget.
- 8. Pre-award audit conducted in necessary.
- 9. Agreement provisions finalized and executed.
- 10. Website launched
- 11. Website review and updates after initial schools pilot.
- 12. Second review and updates.

Date*	Event
December 5, 2011	Release Request for Proposals (RFP)
December 16, 2011	Proposer Written Questions Deadline
December 23, 2011	Responses to Questions
January 20, 2012	Proposals Due by 5:00pm
January 23, -January 25, 2012	Proposals Evaluated & Interviews as needed
January 27, 2012	Selection announced
February 3, 2012	Agreement Executed (Work Begins)
April 12, 2012	Web Site launched
June 2012	Website review and update 1
June 2013	Website review and update 2
<i>*estimated time line</i>	

H. Eligibility Requirements

This RFP is open to any firm providing consulting services that complies with all conditions identified within this RFP and certifies in its cover letter that it meets the following conditions:

1. Is not in litigation adverse to CPC or in other litigation that may have a significant and adverse impact on the ability to perform services for CPC.
2. Does not represent clients in litigation adverse to CPC or in other litigation that may have a significant and adverse impact on the ability to perform services for CPC.
3. Has the resources and commitment to complete all components of the 3T in a timely manner, as outlined in the Scope of Work and also including, but not limited to, attending advisory meetings of the CPC.
4. CPC requires that the professional who signs the proposal as the manager of the professional contract with CPC, shall certify that he or she will be present at all meetings requested by CPC staff members and will fully participate in the day-to-day management of the contract.

I. Selection Process

Proposals will be reviewed by a selection committee and will be evaluated using the following criteria (note that there is no ranking implied in the order of this list):

1. Proposer Capacity: Demonstrated ability to perform the services described on time and on budget. (20 points)
2. Proposer Experience: Experience and expertise in the various areas stated in this RFP. A demonstrated history of providing similar services to comparable entities. (20 points)
3. References: Quality of consultant's/contractors work as verified by references. (10 points)

4. Cost effective solutions to goals established in the RFP. (20 points)

J. Scope of Work

Using the specifications below, proposers must indicate with some detail whether and how the proposed solution meets each of the required system functions. CPC and the successful proposer may revise the scope of work for inclusion in the eventual contract. Proposers that successfully demonstrate their ability to also meet the desirable features listed below will be ranked higher in the evaluation. Please see Attachment B for a detailed scope of work.

1. The trip-tracking web application will be created to encourage students to use alternative transportation (biking, walking, carpooling or public transit), to reduce their impact on the environment and improve their health. We seek an experienced development firm to design and implement this social site promoting eco friendly transportation to High School aged kids. The site should be able to be easily maintained and updated after the end of the proposers involvement.
2. The site will need a modern fresh design attractive to teenagers and should leverage responsive design methods in order to display the site optimally for mobile, tablet and desktop users.
3. The site should be able to support multiple schools, and within each school, teams and individuals that can log data about trips to school. It should also be able to visually display the users', teams' and schools' progress.
4. Once registered the individuals will be able to enter their trips online. Individuals must be able to manage their personal profile as well as log their progress. To understand personal impact on the environment the website can track carbon emissions saved per trip. To promote personal health the website can also track calories burned on walking and cycling trips.
5. Schools will have individual sites and be able to run event-based contests and friendly competition for individuals, teams and schools and be able to support some elements of contests (or gaming) such as awards, medals or achievements to see who is best able to reduce their transportation carbon emissions.
6. Along with a newsletter a small rotating photo slideshow should be on the home page.
7. Green goals or challenges can be integrated onto school sites. Goals can be climate, distance, time or health related. Community business sponsors should be able to support contests and challenges at different school sites.
8. Administrators should also be able to create and manage the blog, pages, slideshows, events, contests, and users.
9. School staff, or team leaders should have restricted access and be able to manage contests and users within their team. Team leaders will also be able easily input multiple students' trips into the system.
10. In addition to the trip-tracking element there will be links that support other program elements, including teacher resources, links to the eCO2mmute manual, student service learning tool kits and additional support for running a successful eCO2mmute program.
11. The following features will also be part of the site: a forum for teachers; integration of Google Maps for trips or route finding; extending some of the contests to support simple fundraising; and some level of Facebook integration..
12. Everything should be hosted for the Climate Protection Campaign and CPC will maintain a continuing license to use software from the initial web design and any additional updates and changes made during the design review periods.

K. Future Use

The successful proposer will to work with CPC staff including the Cool School Program Manager to refine the 3T model as needed, after the initial introduction of the site. This model may or may not include amendments and adaptations to the program to fit school needs. Two review dates are indicated in the key action dates and the budget. As an addendum to the proposal and budget please include the cost of adding a bar code scanning features to evaluate the potential of inclusion of this technology at the first site review date.

Barcode tags would be attached to helmets, backpacks or keychain sans when scanned automatically uploads the individuals standard trip information. Trips would be recorded onto individual, school and team sites and count toward school wide incentives. Individuals would not have to log onto the site to record miles and it would assist in the automation of data collection.

Section 2: Content of Proposals

Your response to this RFP should describe your organization/agency and the services it provides. Please include the following information:

L. Proposal Instructions.

Proposer(s) must submit a proposal containing all of the project components described in this RFP. Proposals must include:

1. The proposal should not exceed 25 pages (excluding cover letter, proposal cover, table of contents, forms and supplemental information such as resumes. Formatting should be done using 12-point font on 8.5 x 11 paper, with minimum 1-inch margins
2. Provide a signed cover letter that identifies the prime consultant and describe any subcontract arrangements. Identify the person who is authorized to negotiate and indicate that the proposal represents a firm-binding offer for 90 days. Include statements that you agree to the terms of the agreement (Attachment A) and to submit the required insurance endorsements (Attachment C), if selected. The cover letter should also identify:
 - Consultant name
 - Name and title of the representative
 - Address
 - Telephone number
 - Fax number
 - E-mail address
3. Responses to the project component questions in Section M for which you are submitting a proposal.
4. A budget and budget narrative. The budget and budget narrative should be developed in accordance with the *Funding Guidelines* (Section N) and *Scope of Work* (Section J) in this RFP. Template and instructions attached as Attachment B. **Place one (1) original budget document in a sealed envelope before submitting with the proposal.** The budget documents will not be reviewed until the selection committee chooses its top candidate.
5. Provide at least three references (names, current phone numbers and email addresses) from recent relevant work (previous three years). Include a brief description of the projects associated with the reference.
6. Key Staff resumes: Identify all proposed key staff, including relevant experience. Include a statement that key members will not be removed or reassigned without prior approval of CPC.
7. An organizational chart, if available.
8. Certification of receipt of addenda, if applicable. (Section E)
9. Other information pertinent to this application if needed, not to exceed the equivalent of two 8 1/2 x 11 pages (optional).

M. Proposal Questions

Complete the following questions, limiting your responses to one page per question, unless otherwise specified.

- 1.3T Understanding and Approach: Describe your vision for trip-tracking tool and how a successful system would work.
2. Qualifications: Describe your organization, including the qualifications of the prime consultant and any sub-consultants included in the proposal. Please provide evidence of experience in each of the areas identified in this proposal. Your proposal must specifically address how you would meet the following requirements:

(a) *Insurance*: The proposer must satisfy the insurance requirements of the proposed Agreement

for Consulting Services. Please return the Insurance Questionnaire (Attachment C) with the proposal. The successful proposer will be required to adhere to the provisions, terms and conditions of the attached standard Agreement for Consulting Services (Attachment A). Objections to the provisions must be identified in the proposal. No response will signify that the agreement is acceptable as written.

- (b) *Indemnification*: The successful proposer must indemnify and release the CPC and its partners from liability for the 3T, using the form of indemnity set forth in the Professional Services Agreement attached as Attachment A. (i) During the contract negotiation process, users must release CPC from liability and agree to hold the CPC harmless.
- (d) *Sustainability*: Describe how the site could continue to be maintained after the conclusion of this contract.
- (e) *Iterative Design*: Indicate ability to make additional software customization and change approaches to incentives and at various stages in the pilot. The successful proposer must show a willingness to refine their product as we go and devise new solutions when aspects of the site fail.
- (f) *Experience*: All relevant experience will be considered in the evaluation of proposals. These include:
 - (i) *Past Performance*: Describe the proposer's experience in trip tracking software development, including revisions to software and usage statistics.
 - (ii) *Additional services/skills*: Detail any other skills or services the proposer believes will help ensure that this project is successful.

- 3. **Work Plan**: Provide a proposed work plan to deliver the attached Draft Scope of Work (Attachment B).
- 4. **3T Schedule**: Please identify 3T phasing schedules, major 3T milestones and deliverables, and key dates in the 3T schedule in accordance with the project schedule provided in Key Project Dates, section G,
- 5. **Professional Services Contract**: The selected proposer must execute the CPC standard form of contract, a copy of which is attached as Attachment A. Your proposal must specify any objections you have to the standard form of contract, and provide CPC with alternative proposed language. *Matters not objected to by Consultant in its proposal will not be subject to later negotiation.*

N. Funding Guidelines:

Proposer must provide a budget and budget justification needed to accomplish work outlined in the Scope of Work. Include the number of proposed hours for each staff person and billing rates for each person.

Identify overhead rates and all other applicable charges to the program.

Proposer must designate a staff member to coordinate the project.

Budget templates and instructions are included as an Attachment D.

O. Disadvantaged Business Enterprise (DBE)

This pilot will be partially funded with federal funds and is, therefore, subject to the Department of Transportation Disadvantaged Business Enterprise (DBE) regulations. Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the equal opportunity to participate

in the performance of work resulting from the RFP. Any agreement resulting from this RFP will incorporate by reference the requirements of 49 CFR Part 26. Failure of the successful proposer and any and all sub-consultants to carry out these requirements will be considered a material breach of said contract, which may result in the termination of said contract or such other remedy as the SCTA deems appropriate.

Exhibit E, Disadvantaged Business Enterprise Information, outlines the successful proposer's responsibilities under DBE policy.

P. General Information

1. Rights and Regulations

CPC reserves the right to accept any proposal and to negotiate an agreement with any proposer. The successful proposer will be required to comply with all applicable equal opportunity laws and regulations.

CPC reserves the right to reject any or all proposals, or to waive any defect or irregularity in a proposal. CPC further reserves the right to award the agreement to the proposer or proposers that, in CPC's, is best able to provide the necessary service.

All Proposers submit their proposals to CPC with the understanding that the recommended selection of the review committee is final.

Upon submission, all proposals shall be treated as confidential documents until the selection process is completed. Once the selections are made, all proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of the page. CPC will consider a proposer's request for exemptions from disclosure; however, CPC will make a decision based upon applicable laws. An assertion by a proposer that the entire proposal, or large portions, is exempt from disclosure will not be honored.

2. Pre-contractual Expenses

CPC shall not be liable for any pre-contractual expenses incurred by the proposer or selected contractor. CPC shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3. Alternatives:

If proposers take exception or make alterations to any requirement of the RFP, alternatives must be submitted as separate proposals and so noted on the cover of the proposal. CPC reserves the right to consider such alternative proposals, and to award an agreement based thereon if it is determined to be in CPC's best interest and such proposal satisfies all minimum qualifications specified in the RFP. Proposers must indicate in the cover letter that the proposal offers an alternative to the RFP.

4. Lobbying

Any party submitting a proposal or a party representing a proposer shall not influence or attempt to influence any member of the selection committee, any member of the CPC board or, or any employee of CPC, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

5. Agreement

Proposers shall be willing to provide the required insurance and accept the terms of the Attachment A. With few exceptions, the general terms will not be negotiated. Article XIII of Attachment A, Indemnification of the Agreement, will not be negotiated. Proposers must include in the cover letter a statement as to their willingness to sign an agreement with the existing contractual language. Statements must include specifics as to any contractual language the proposer wishes to change. Please note that any exceptions or changes to the Agreement may constitute grounds to reject the proposal. Also note that if you submit a proposal that does not address exceptions to the agreement you are accepting all terms and conditions contained therein.

Q. Levine Act

The selected proposer will be required to disclose on the record any contribution of \$250.00 or more that they have made to CPC, a CPC Board member or any of the CPC partners within the twelve- month period preceding submission of the RFP. This applies to your company, any member of your staff, any agents for you or other staff members and to the major shareholders of any closed corporation, which is a part of your proposal. If you have made a contribution, which needs to be disclosed, you must provide written notice of the date, amount, and receipt of the contribution(s) in writing to CPC at the address above. This information will need to be provided before CPC can approve any contract.

R. Respect in the Workplace

During the performance of services under an Agreement, the successful proposer and any and all sub-consultants shall not discriminate or permit harassing or discriminating behavior against any persons or group of persons whether on the basis of race, color, religion, age, national origin, ethnic group, gender, marital status, disability status, or sexual orientation. The successful proposer will comply with all applicable laws including the provisions of Executive Order 11246 as amended by Executive Order 11375 and as supplemented by Department of Labor regulations. The successful proposer and any and all sub-consultants shall take affirmative actions to ensure respect in the workplace and that applicants and employees are treated justly, without regard to their race, religion, sex, color, or national origin.

In the event the successful proposer or any sub-consultant fails to comply with this clause of an executed contract, said contract may be canceled, terminated or suspended, in whole or in part, and the successful proposer any and all sub-consultants may be declared ineligible for further contracts.

The successful proposer and any and all sub-consultants shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 USC §2000(d)) The successful proposer shall include the provisions of this section in any and all sub- agreements with sub-consultants to perform services under a contract with the CPC.

R. Equal Opportunity Employment

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); and Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132), CONSULTANT agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, sex, discriminate or permit discrimination against any employee or applicant for employment.

S. Access Requirements for Individuals with Disabilities

The successful proposer agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations. Accordingly, 3T services must be accessible to the disabled community and be provided in a manner consistent with the level of accessibility that the program currently provides or better. Refer to Section 255 of the Telecommunications Act of 1996 and Section 508 of the Rehabilitation Act of 1998 as a guideline for providing accessible services. It is the responsibility of the successful proposer to be familiar with these requirements and how they impact the delivery of 3T services. It is also the responsibility of the successful proposer to stay informed of any new acts/laws/regulations that govern accessibility so that the 3T can remain compliant with any new acts/laws/regulations.

T. Debarment

The successful proposer certifies that neither it, nor any of its participants, principals or sub-consultants is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

U. Duration

All proposals will remain in effect and legally binding for at least ninety (90) days.

V. Cancellation of Intent to Award

Time is of the essence in awarding the agreements. CPC reserves the right to cancel any intent to award and proceed with the award to other contractors if any selected contractor has not signed the agreement within two weeks after the notification of intent of award.

W. Appeal

Following notice of intent to award, organizations have 7 business days from the date of the Notice to Award to submit an appeal. Organizations that were not selected have the right to appeal if they believe that a significant material error occurred in the proposal evaluation and/or selection process that had a negative effect on the consideration of their proposal. The following rules apply to the appeal process:

1. Appeals will only be accepted from individuals or organizations that submitted proposals. No third party appeals will be considered.
2. Appeals must be filed in writing and sent to Ann Hancock, Executive Director, Climate Protection Campaign. Appeals should be sent to PO BOX 3785, Santa Rosa, CA 95402 with a cc to Amy B Jolly. Appeals must be received within 7 business days of notice of intent to award.
3. The Executive Director will review the appeal and issue a final decision within ten (10) working days of receipt of the appeal.

X. Collaboration

CPC recognizes the need for collaboration between businesses or individual. Collaborative requests should carefully delineate each agency or individual's responsibility and role in the project. A lead agency should be identified to act as fiscal agent for the project and will be expected to sub-contract with collaborators as appropriate.

Y. Web Site References

A copy of the RFP will be made available at www.climateprotection.org.

Section 3- Attachments

Attachment A: Service Agreement

AGREEMENT
CONSULTING SERVICES

This Agreement, entered into this _____ day of _____, 200__, by and between the **Telos Project, Inc dba Climate Protection Campaign**, hereinafter referred to as the "CLIENT", and **XXXXXX**, Inc. hereinafter referred to as the "CONSULTANT".

W I T N E S S E T H

WHEREAS, the Metropolitan Transportation Commission (hereinafter "MTC") has developed a Climate Initiatives Competitive Grant Program to test innovative projects with the greatest potential to reducing greenhouse gas emissions and to replicate them on a larger scale around the region; and

WHEREAS, the Climate Protection Campaign, has assumed the role of Lead Agency for the project of reducing greenhouse gas emissions associated with the student commute in high schools, referred to as the "eCO2mmute" project (hereinafter the "PROJECT"); and

WHEREAS, CPC intends to select a firm to provide and customize a trip tracking tool and web site for a pilot of the technology in Sonoma, Alameda, San Mateo and the City of San Jose and

WHEREAS, Alameda Waste Management Authority will procure Federal Congestion Mitigation and Air Quality Improvement (CMAQ) funds from the U.S. Department of Transportation (DOT) through CalTrans to expend on the PROJECT in accordance with all applicable federal regulations regarding the transportation project development process; and

WHEREAS, the CLIENT is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, it is the intent of CPC to award a contract to the best-qualified firm that demonstrates the ability to provide and customize, through iterative improvements, the software required for a successful trip tracking tool and web design; and

WHEREAS, the CONSULTANT represents it is qualified and willing to provide such services pursuant to terms and conditions of this Agreement:

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants contained herein, CONSULTANT and CPC mutually agree as follows:

I. SERVICES TO BE PERFORMED BY THE CONSULTANT

A. Scope of Services:

CLIENT retains CONSULTANT to perform the services specified in the Scope of Work, attached hereto as Attachment A and incorporated herein by this reference, according to the schedule set forth in Exhibit B, attached hereto and incorporated herein by this reference. CONSULTANT shall work closely with CLIENT staff in the performance of all work pursuant to this Agreement.

B. Performance Standard:

CONSULTANT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in CONSULTANT's profession. If CLIENT determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, CLIENT, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with CLIENT to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to repeat the work at no additional charge until it is satisfactory; or (c) terminate this Agreement pursuant to paragraph 4.2; or (d) pursue any and all other remedies at law or in equity.

C. Assigned Personnel:

CONSULTANT shall assign only competent personnel to perform work hereunder.

D. Key Personnel:

(1) Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by CLIENT to be key personnel whose services were a material inducement to CLIENT to enter into this Agreement, and without whose services CLIENT would not have entered into this Agreement. CONSULTANT shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of CLIENT. With respect to performance of work under this Agreement, CONSULTANT shall employ the following key personnel:

(2) In the event that any of CONSULTANT'S personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of CONSULTANTS'S control, CONSULTANT shall be responsible for timely provision of adequately qualified replacements. All replacement personal shall be subject to the approval of CLIENT.

II. TIME OF PERFORMANCE

The CONSULTANT shall commence work within five (5) calendar days following approval of this Agreement. The CLIENT will inform the CONSULTANT of said approval in writing. The CONSULTANT shall have one calendar year to sixty (60) to complete all requirements defined by this agreement; milestones and deliverables due dates are listed in Attachment A.

III. COMPENSATION

A. Total Compensation

For services performed pursuant to this Agreement and defined by all documents forming the basis for this agreement, the CLIENT agrees to pay and the CONSULTANT, as payment in full, a lump sum total amount equal to (\$XXXXXX) dollars.

B. Payment Procedure:

CLIENT shall make payments to CONSULTANT on the basis of CONSULTANT's invoice to CLIENT for work performed. CONSULTANT shall submit an invoice to CLIENT on a monthly basis which shall contain the following information: A) the amount of the current billing and a description of the associated work performed during the period, including the status of all deliverables; B) the total amount of the previous bill; C) the total-to-date billings; D) the estimated percentage of work completed on a task-by-task basis; and E) such other information as CLIENT deems necessary. Within fifteen (15) business days following receipt of the invoice, CLIENT shall determine whether CONSULTANT has satisfactorily performed the work identified in the invoice. If CLIENT determines that CONSULTANT has not satisfactorily performed such work, CLIENT shall inform CONSULTANT in writing of such fact and may proceed pursuant to paragraph 1.3. Payment shall be subject to release of funds from Alameda Waste Management Agency. CLIENT will not arbitrary delay payment to CONSULTANT

D. Compliance With Federal Contract Cost Principles And Procedures:

CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items. CONSULTANT further agrees to comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

E. Additional Services

Fees for Professional Services for this agreement shall be as stated in Authorized Scope of Work attached to this agreement. Additional services shall not be performed by CONSULTANT without the express written consent of CLIENT.

IV. AUTHORIZED REPRESENTATIVE

The CLIENT's Executive Director shall represent the CLIENT in all matters pertaining to the services to be rendered under this Agreement, except where approval of the CLIENT is specifically required.

V. TERMINATION

The CLIENT or the CONSULTANT may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, all finished and unfinished documents and other materials shall, at the option of the CLIENT, become its property. If this agreement is terminated by the CLIENT as provided for herein, the CONSULTANT shall be paid for the tasks (as set forth in the attached Scope of Work) satisfactorily completed prior to the date of termination and any fees and charges for any work in progress, not to exceed the contract limit specified herein, including CONSULTANT's reasonable costs associated with the termination itself if termination effectuated by client, less compensation, if any, to the CLIENT for damages suffered as a result of the CONSULTANT's failure to comply with the terms of this Agreement.

TERMINATION OF AGREEMENT FOR CAUSE

- A. The CLIENT may by written notice to the CONSULTANT specifying the effect date thereof, at least fifteen (15) days before the effective date of such termination, terminate the whole or any part of this Agreement in any of the following circumstances:
1. If the CONSULTANT fails to perform the services called for by this Agreement within time(s) specified herein or any extension thereof; or
 2. If the CONSULTANT fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not correct such failure within a period of ten (10) days (or longer period as the CLIENT may authorize in writing) after receipt of notice from the CLIENT specifying such failure.
- B. In the event the CLIENT terminates this Agreement in whole or in part as provided in paragraph "A" above, the CLIENT may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

- C. Except with respect to defaults of subcontractors, the CONSULTANT shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the CONSULTANT. Such causes include, but are not limited to, acts of God or of the public enemy, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather; but in the event the failure to perform is caused by the default of a subcontractor, the CONSULTANT shall not be liable for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time and within budgeted resources to permit the CONSULTANT to meet the required delivery schedule or other performance requirements.
- D. Should the Agreement be terminated as provided in paragraph "A" above, the CONSULTANT shall provide the CLIENT with all finished and unfinished documents, data, studies, services, drawings, maps, models, photographs, reports, etc., prepared by the CONSULTANT pursuant to this Agreement. Upon termination as provided in paragraph "A" above, the CONSULTANT shall be paid the value of the work performed, less payments of compensation previously made. Payment of fees previously made by the CLIENT to the CONSULTANT shall be credited to the amount payable to the CONSULTANT for allowable costs as provided herein, except, however, the CONSULTANT shall be entitled to proportionate fee, if any, which in the option of the CLIENT, it has legitimately earned and was not related to the cause for which this Agreement was terminated.
- E. If, after notice of termination of this Agreement, as provided for in this article, it is determined for any reason that the CONSULTANT was not in default under the provisions of this article, then the rights and obligations of the parties shall be the same as if the Agreement has been terminated for the convenience of the CLIENT.

VI. INTEREST OF OFFICIALS AND THE CONSULTANT

- A. No officer, member, or employee of the CLIENT or another public official of the governing body of the locality or localities in which the work pursuant to this Agreement is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:
 - 1. Participate in any decision relating to this Agreement which effects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 - 2. Have any interest, direct or indirect, in this Agreement or the proceeds thereof during his tenure or for one year thereafter.
- B. The CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, and that he shall not acquire any interest in

the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. The CONSULTANT further covenants that in the performance of this work, no person having any such interest shall be employed.

The CONSULTANT warrants, by execution of this Agreement, that no personnel agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warrant, the CLIENT shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

VII. SUBCONTRACTING

The CONSULTANT shall not subcontract or otherwise assign any portion of the work to be performed under this Agreement to subcontractors not already identified in the proposal without the prior written approval of the CLIENT.

VIII. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties. The CONSULTANT shall not assign, delegate or transfer the rights and duties under this Agreement or any part thereof, without the prior written consent of the CLIENT.

IX. DISPUTE

Any dispute not resolvable by informal arbitration between the parties to this Agreement shall be adjudicated in a Court of Law under the laws of the State of California.

X. PROHIBITION OF ASSIGNMENT

Neither the CLIENT nor CONSULTANT shall assign or transfer their interest in this Agreement without the written consent of the other party.

XI. PUBLICATION

No report, information, or other data, given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any

individual or organization by the CONSULTANT without the prior written approval of the CLIENT. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence any confidential information which (1) is or becomes available to the public with the prior written consent of the CLIENT; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

XII. COPYRIGHTS

The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CLIENT be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

XIII. INDEMNIFICATION AND INSURANCE

- A. As respects acts, errors or omissions in the performance of professional services, CONSULTANT agrees to indemnify and hold harmless CLIENT, its officers, employees, and CLIENT designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of his/her professional services under the terms of this contract. CLIENT agrees to limit the liability of Consultant to CLIENT, its officers, employees and CLIENT designated volunteers to \$50,000 or Consultant's fee, whichever is greater, for such claims.

As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONSULTANT agrees to indemnify, defend (at CLIENT's option), representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) performance or failure to perform, under the terms of this contract, excepting those which arise out of the negligence of CLIENT.

- B. Without limiting CLIENT's right to indemnification, it is agreed that CONSULTANT shall secure prior to commencing any activities under the Agreement, and maintain during the term of this Agreement, insurance coverage as follows:
1. Workers' Compensation Insurance as required by California statutes.
 2. Commercial General Liability Insurance, or Commercial General Liability Insurance, including coverage for Premises and Operations,

Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability Broad Form Property Damage (if applicable, independent Contractors' Liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

3. Professional liability insurance for all activities of CONSULTANT arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language or contain equivalent language in the policy:
 - (a) "This policy shall not be canceled or materially changed without first giving thirty (30) days' written notice of cancellation to CLIENT."
4. Comprehensive Auto Liability coverage, including (as applicable) owned, non-owned and hired autos in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

C. CLIENT's Executive Director is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in CLIENT's best interest.

D. Each insurance policy required by this Agreement shall contain the following clauses:

"This insurance shall not be cancelled limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the Executive Director of the Climate Protection Campaign."

Each insurance policy required by this Agreement, excepting policies for workers' compensation and professional liability, shall contain the following clause:

"The Climate Protection Campaign, its officers, agents, employees, representatives and designated volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured, performed under contract with the Climate Protection Campaign."

E. Prior to commencing any work under this Agreement, CONSULTANT shall deliver to CLIENT insurance certificates confirming the existence of the

insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this agreement, CONSULTANT shall provide to CLIENT endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by CLIENT, it shall be CONSULTANT's responsibility to see that CLIENT receives documentation acceptable to CLIENT which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also CLIENT has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

- F. In addition to any other remedies CLIENT may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CLIENT may, at its sole option:
1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
 2. Order CONSULTANT to stop work under this Agreement and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.
 3. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CLIENT may have and is not the exclusive remedy for CONSULTANT's failure to maintain insurance or secure appropriate endorsements.

By signing this agreement CONSULTANT acknowledges that they are not covered by CLIENT's Workers Compensation Insurance or general liability coverage.

XIV. PROGRESS SCHEDULE

- A. The CONSULTANT shall submit to CLIENT practicable critical path method (CPM) progress schedules (hereinafter "Schedule") in conformance with this agreement.

Schedules shall show the order in which CONSULTANT proposes to complete the agreement with logical links between time-scaled work activities, and calculations made using the critical path method to determine the controlling operation or operations. CONSULTANT is responsible for assuring that all activity sequences are logical; that sufficient time is provided to complete

each deliverable, including sufficient review times by CLIENT, Caltrans, and other agencies; and that each schedule shows a coordinated plan for complete performance of the deliverables.

Schedules shall include, but not be limited to, applicable activities that show the following:

- (1) salient features, or interfaces, including those with outside entities, that could affect time of completion;
- (2) start date, draft site completion date, the scheduled completion date, and milestone deliverables; and
- (3) development, delivery, review and approval of each deliverable.

Schedule activities shall include the following:

- (1) a clear and legible description;
- (2) start and finish dates;
- (3) a duration of not less than one working day, except for event activities;
- (4) at least one predecessor and one successor activity, except for the Notice to Proceed and finish milestones;
- (5) logical restraints;
- (6) codes for responsibility; and
- (7) deliverable task numbers.

- B. CONSULTANT shall develop and submit to CLIENT an initial baseline, monthly update and final update schedules, consistent in all respects with the time and order requirements specified in the agreement. The initial baseline schedule shall be submitted within 30 calendar days of the Notice to Proceed. Monthly updates shall be submitted at each monthly progress meeting after submittal of the baseline schedule. Any revision to time and/or scope of the agreement shall be documented in the next monthly schedule update, subject to acceptance by CLIENT. The final update shall be submitted with 30 days of acceptance of the final deliverable.

CLIENT shall review schedules and shall notify CONSULTANT of unacceptable schedules, in writing, within 15 calendar days of receipt. All other schedules will be considered accepted. CLIENT's review and acceptance of schedules shall not waive any contract requirements and shall not relieve CONSULTANT of any obligation thereunder or responsibility for submitting complete and accurate information. Errors or omissions on schedules shall not relieve the Contractor from finishing all

deliverables within the time limit specified for completion of the Agreement. If, after a schedule has been accepted by CLIENT, either CONSULTANT or CLIENT discover that any aspect of the schedule has an error or omission, it shall be corrected by CONSULTANT on the next update schedule. Failure to submit a required schedule or if a schedule indicates a late completion date, CLIENT may deduct anticipated liquidated damages from payments due the CONSULTANT pursuant to paragraphs 2.6 and 7.5.

XV. DELAYS

A. In General:

If the schedule's critical path is delayed by unforeseen events beyond the control of CONSULTANT, such delays will entitle CONSULTANT to an extension of time pursuant to paragraph 7.4. Such unforeseen events shall be limited to earthquakes, floods, high waters, or other Acts of God, or strikes, lockouts, or other similar labor disturbances, or other specific events that are beyond the control of CONSULTANT and which CONSULTANT could not have reasonably foreseen or guarded against.

B. Delays Caused By Client, Caltrans, FHWA Or Other Reviewing Agencies Or Responsible Parties:

If the schedule's critical path is delayed by events caused solely by the action or inaction of CLIENT, Caltrans, FHWA, other regulatory agencies reviewing CONSULTANT's work, or other responsible parties such delays will entitle CONSULTANT to an extension of time pursuant to paragraph 7.4. The CONSULTANT shall notify CLIENT of the delay within 15 calendar days of the beginning of the delay pursuant to paragraph 9. Said notice shall describe, to the fullest extent possible at the time of the notice, the events leading up to the delay, the extent of the delay, options to mitigate the delay, and the potential effect of the delay on completion of the schedule.

XVI. REPRESENTATIONS OF CONSULTANT:

A. Standard Of Care:

CLIENT has relied upon the professional ability and training of CONSULTANT as a material inducement to enter into this Agreement. CONSULTANT hereby represents that all its work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of the Caltrans and FHWA standards, and all other applicable federal, state, and local laws, ordinances, rules, and regulations, it being understood that acceptance of CONSULTANT's work by CLIENT shall not operate as a waiver or release. CONSULTANT further represents that all products of whatsoever nature which CONSULTANT delivers to CLIENT pursuant to this Agreement will be prepared in a professional manner and conform to the standards of quality

normally observed by a person practicing in CONSULTANT's profession.

B. Familiarity With Work:

CONSULTANT represents that it has thoroughly investigated and considered the work to be performed hereunder and how it should be performed, and fully understands the difficulties and restrictions attending the performance of such work, including, without limitation, any controversial aspects of the Project, the likelihood of extensive comments, and the need for the contents of the PS&E to be thorough and complete.

C. Status Of Consultant:

The parties intend that CONSULTANT, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. CONSULTANT is not to be considered an agent or employee of CLIENT and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits CLIENT provides its employees. In the event CLIENT exercises its right to terminate this Agreement pursuant to paragraph 4, CONSULTANT expressly agrees that it shall have no recourse or right of appeal under laws, ordinances, rules, or regulations applicable to employees.

D. Covenant Against Contingent Fees:

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, CLIENT shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

XVII. OWNERSHIP OF DOCUMENTS

All original papers and documents, produced as a result of this Agreement, shall become the property of the CLIENT. In addition, CLIENT shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CLIENT.

XVIII. NOTICES

Notice shall be sufficient hereunder if personally served upon the CLIENT Manager of the CLIENT or an officer or principal of the CONSULTANT, or if sent via the United States Postal Service, postage prepaid, addressed as follows:

To CLIENT:

ANN HANCOCK
EXECUTIVE DIRECTOR
CLIMATE PROTECTION CAMPAIGN
P.O. BOX 3785
SANTA ROSA , CA 95402

To CONSULTANT:

XXXX XXXXXX
XXXXXXXXXX
XXXXXXXXXX

XIX. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that State. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said law, but the remainder of the Agreement shall be in full force and effect.

XX. INTEGRATION

This Agreement represents the entire understanding of the CLIENT and the CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the CLIENT and the CONSULTANT.

XXI. MISCELLANEOUS PROVISIONS

- A. CONSULTANT covenants that he presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of service required hereunder.
- B. CONSULTANT will not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, marital status, or national origin. CONSULTANT will take action to insure that applicants are employed,

and that employees are treated during employment, without regard to their race, color, religion, sex marital status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- C. Suspension of Work: CLIENT acknowledges that if the project services are suspended by the CLIENT and restarted, there will be additional charges due to the suspension of services, which will be paid for by the CLIENT as extra services.

- D. Demand For Assurance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

IN WITNESS HEREOF, this Agreement is executed on the day and year first above written.

**CLIMATE PROTECTION
CAMPAIGN, INC.**

BY: _____
Lawrence Jaffe
President

BY: _____
XXXXXXXX
Consultant

DATE

Attachment B: Scope of Work

Web Design:

This site will encourage students to use alternative transportation (biking, walking, carpooling or public transit), to reduce their impact on the environment and improve their health. CPC seeks an experienced development firm to design and implement this social site promoting eco friendly transportation to High School aged students. The site will need a modern fresh design attractive to teenagers and should leverage responsive design methods in order to display the site optimally for mobile, tablet and desktop users. Everything should be hosted for the Climate Protection Campaign and CPC will maintain a continuing license to use software from the initial web design and any additional updates and changes made during the design review periods.

While proposers are encouraged to use their creative design skills to develop the site the successful proposal should include the key features listed below.

1. Visual Engagement

There should be a photo slideshow highlighting eCO2mmute events at different schools and locations and space for an eCO2mmute newsletter. In addition there should be space for the logos of out sponsors and links to Facebook and other social media outlets.

2. Trip-tracking

This is the primary component of the site. It needs to be simple to use visually stimulating and provide encouragement for students continued use.

The site must provide base line information for all students that shows how much CO₂ is regularly used and allows students to track the amount of CO₂ saved per alternate trip. Students need to be able to register to participate. Registration should include user name, school name and team name (if they are a part of a team) an email address and a password. Once registered they establish a personal profile that develops base line information it should include but is not limited to the following: the length of their commute, average cost of gas in their area, kind of vehicle they usually take to school, its MPG, and their alternative commute vehicle of choice.

There should be a simple and streamlined method for participants to enter their trips. They must be able to manage their personal profile as well as log progress. There should be a strong visual component to aid understanding of personal impact on the environment and track CO₂ emissions saved. To promote personal health the website can also track calories burned on walking and cycling trips.

Participants should be able to track personal, team and school progress. Participants should be able to participate in the challenges and contests run by their school leadership team. The page should be visually pleasing with access to graphs and charts that show personal, team and school goals and its progress. If schools choose to set fundraising goals the site should track those as well.

There should be a leader board that displays the top CO₂ reducing individuals and top CO₂ reducing teams for the registered students' school.

There should be some element of games or incentives such as awards medals or achievements to see who is best able to reduce their transportation carbon emissions. Green goals or challenges will be integrated into the site. Goals can be climate, distance time or health related. Community business sponsors should be able to support contests and challenges at different school sites.

3. Management

Each school should be able to register a limited number of eCO2mmute team leaders (administrators) who have greater access to site management. In addition each school will have team leaders who are organizing a club or team of students to work towards a common goal who will need limited access to site management.

Administrators register their schools to participate in the program. Each school will have their own “site” and be able to adapt the eCO2mmute challenges and events to fit the program at their school.

Administrators should be able to manage blog pages, slideshows, events, contests and users.

Administrators should be able to set and run event-based contests, friendly competitions like raffles and reward individuals and teams at their school site. They should be able to track and update progress toward emission reduction goals and upload and initiate pre-event survey data. They should have access to teams and rosters.

Administrators should have access to sharing stories and information on the blog and is able to upload photos to slide show.

Team leaders should have access only to the users on their team. They should easily be able to input multiple students’ or team members’ trips into the system.

There should be additional resources for team leaders and administrators for running the eCO2mmute program like fundraising tips, templates for promotional materials, posters and fliers.

4. Student resource

The site should include support for student leaders in the eCO2mmute program. It should include downloadable tool kits for service learning projects, information on how to start a team, ideas for community outreach, fundraising school tips and general information to help students lead, organize and coordinate an eCO2mmute project. In addition to the eCO2mmute information there are extended education opportunity tool kits for project based learning activities related to climate, greenhouse gas emissions and environmental science. This information should be available for anyone to view.

5. Teacher resource

There should be information and support for teachers who are teaching climate change lessons including a forum where teachers can share relevant information like guest speakers and field trips. Teachers should be able to download lesson plans related to the CPC education goals and tool kits for classroom and school projects and student service learning tool kits. This information should be open to anyone, but teachers are encouraged to register as eCO2mmute supporters and participate in the forum.

6. About eCO2mmute

This is general information about the program, a little history of whom we are, what we do, how the eCO2mmute program works, how schools benefit and how to get started.

7. About CPC

This is general information about the Climate Protection Campaign how it is connected to the eCO2mmute program, who we are and what we do.

8. Calendar of Events

This page provides information for people participating in the program. It has dates of events, and meetings.

9. ECO2mmute manual and tool kit

This is a downloadable resource for anyone participating or interested in the eCO2mmute program. It includes lesson plans for implementing the program as well as a time line for establishing an eCO2mmute program. It also has templates for promotional materials and a

wealth of information about the establishment and maintenance of a successful eCO₂mmute program.

10. School eCO₂mmute graphs

This is open information where anyone can view eCO₂mmute goals and progress for participating schools. No information about individuals is available. Viewers can see information about the total amount of CO₂ saved by participating schools and information should be displayed multiple ways. Results of pre-event surveys should be visible for increased visual impact and comparison to progress and ultimately post-event surveys should be available.

11. Route finder

Finally we are interested in integrating Google maps for trip or route finding. This is a tool for students interested in finding their safe route to school. It could also have links to public transportation schedules and bus stop locations.

Similar Sites

Here are some similar sites all of which we viewed as we developed our design idea. Each of these sites contains some of the elements we are hoping to put together into a cohesive trip-tracking site.

<http://www.youcanbikethere.com>

<http://2milechallenge.com>

<http://www.saveagallon.org>

Attachment C: Insurance Questionnaire

The proposer must satisfy the insurance requirements of the proposed Agreement for Consulting Services (Attachment A.). Please return the following Insurance Questionnaire with the proposal.

Organization Name: _____

Telephone: _____

Address: _____

Contact Person: _____

Workers' Compensation

Do you have limits as required by the Labor Code of the State of California?

General Liability Insurance

Existing Limits: _____

If your existing limits are less than required by CPC what limits can/will you obtain for this contract?

Automobile Liability Insurance

Existing Limits: _____

If your existing limits are less than required by CPC what limits can/will you obtain for this contract?

Professional Liability Insurance

Existing Limits: _____

If your existing limits are less than required by CPC what limits can/will you obtain for this contract?

Attachment D: Budget Templates and Instructions

Proposers are asked to develop a budget (including in kind if any) for the contract period. (dates) .The following budget categories and line items are built into the Budget and Budget Justification form. Line items may be deleted if not needed or a \$0 may be used. New line items may be added for additional costs proposed to implement project activities.

PERSONNEL

List all positions for which funding is sought, amount of time on project (hours or FTE, and hourly rate).

NON-PERSONNEL/OPERATING

Travel Mileage costs (number of miles and mileage rate) associated with local travel necessary to complete the project activities.

Office Supplies- such as pens, pencils, paper, folders, flip chart pads, etc. needed to implement the project activities.

Printing/Duplicating- In-office and outside vendor printing and reproduction of documents.

Postage- Cost for mailing project-related correspondence and materials.

Expenses

OTHER COSTS

Subcontractors and consultants

Additional overhead

OTHER IN-KIND

Items, services, staff time, etc., paid for with non-CPC funds that support and are used to leverage the CPC funds in order to accomplish the project activities.

BUDGET: February 2012-June 2013	Feb –April 2012		June 2012		June 2013		Total
	Hrs	Amount	Hrs	Amount	Hrs	Amount	Amount
PERSONNEL (include hourly rate)							
Total Personnel							
PERSONNEL/ OPERATING EXPENSES							
Travel							
Office Supplies							
Printing/ Duplication							
Postage							
Expenses							
Total Non-Personnel							
OTHER COSTS							
Subcontractors/ Consultants							
Additional Overhead							
Total Other							
TOTAL BUDGET							

Budget Justification Template

Budget Justification: For each of the listed budget items provide a brief narrative as to either the role the person will play in relation to the project or what the operating expense will be used for in relation to the project.

BUDGET JUSTIFICATION February 2012-June 2013
Name of Organization:
Contract Position:
PERSONNEL
NON-PERSONNEL / OPERATING EXPENSES
Travel
Office Supplies
Printing/ Duplication
Postage
Other expenses
OTHER COSTS-
Subcontractors/ consultants
Additional Overhead

Attachment E: Disadvantaged Business Enterprise Information 12/1/11

NOTICE TO PROPOSERS DISADVANTAGED BUSINESS ENTERPRISE INFORMATION

The Agency has established an Underutilized DBE goal for this Agreement of 0%

1. TERMS AS USED IN THIS DOCUMENT

The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).

The term “Underutilized Disadvantaged Business Enterprise” or “UDBE.” DBE classes that have been determined in the 2007 Caltrans Disparity Study to have a statistically significant disparity in their utilization in previously awarded transportation contracts. UDBEs include: African Americans, Native Americans, Asian-Pacific Americans, and Women.

The term “Agreement” also means “Contract.”

Agency also means the local entity entering into this contract with the Contractor or Consultant.

The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a “Local Agency Proposer UDBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans males (persons whose origin are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka). For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through

the California Unified Certification Program (CUCP).

A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

A UDBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.

A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

The proposer shall list only one subcontractor for each portion of work as defined in their proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.

A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.

Click on the link in the left menu titled *Disadvantaged Business Enterprise*

Click on *Search for a DBE Firm* link

Click on *Access to the DBE Query Form* located on the first line in the center of the page

Searches can be performed by one or more criteria

Follow instructions on the screen C. How to Obtain a List of Certified DBEs without Internet

Access D. DBE Directory: If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered at: <http://caltrans-opac.ca.gov/publicat.htm>

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the

specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.

A. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.

B. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

C. The DBE may lease trucks from another DBE firm including an owner- operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

D. The DBE may also lease trucks from a non-DBE firm, including an owner- operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

E. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.