



Request for Proposals (RFP)

Vehicle Miles Traveled (VMT) Reduction and Mobility Enhancement Toolkit

Responses due:

4:00 PM, June 7, 2024
900 5th Avenue, Suite 100
San Rafael, CA94901

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I. INTRODUCTION

The Transportation Authority of Marin (TAM) is the County Transportation Agency and serves as the Congestion Management Agency (CMA) for Marin County and the Transportation Sales Tax Authority established to address Marin's unique transportation issues. TAM administers funds raised by the County's Measure AA transportation sales tax approved by voters in 2018 and the voter approved Measure B - vehicle registration fee. The TAM Board includes representatives from each city and town in Marin County, plus the five members of the County Board of Supervisors. TAM is responsible for countywide transportation planning as well as various transportation programs and projects on and off the state highway system.

TAM is proposing to develop a VMT Reduction/Mobility Enhancement Toolkit to assist local agencies in identifying and quantifying mitigations to California Environmental Quality Act (CEQA) VMT transportation impacts and improve multimodal transportation to serve Marin's residents, especially those in equity priority communities. The toolkit would more precisely quantify VMT reductions in the local context and prioritize mitigations through local input, to maximize mode shift, improve cost effectiveness for agencies, and offer affordability and convenience for users.

II. SCOPE OF WORK

This scope of work is intended to create a toolkit to help Marin County achieve the state's ambitious GHG reduction targets. To do so, more planning and investments are needed to achieve mode shift and aid local jurisdictions in meeting their RHNA forecasts, and support implementation of their housing elements, many of which note VMT reduction quantification as a mitigation measure in their EIRs. While jurisdictions across Marin County will look to implement these measures, it is of the utmost importance that TAM's equity communities are involved in identifying appropriate mitigation measures for Marin and reflected in implementation.

A challenge in providing equitable VMT reducing programs is Marin's suburban landscape and historically low-density development. Transit and active transportation mode limitations in these areas are similar to many other suburban communities statewide, and face significant challenges in mitigating VMT impacts resulting in costly environmental reviews. Such barriers to development create a challenge for local agencies seeking to implement their land use plans and provide adequate and affordable housing while looking at both on site and off site VMT/GHG mitigations. Local Housing Element EIRs have noted this, and agencies such as County of Marin have noted that VMT mitigation quantification are key to successfully implementing housing at sites planned for development.

To achieve solutions to these problems, TAM is looking to develop a VMT Reduction/Mobility Enhancement Toolkit to assist local agencies by identifying CEQA compliant VMT mitigation strategies. The Toolkit would refine the California Air Pollution Control Officers Association (CAPCOA) 2021 guidance to see which VMT mitigations are most appropriate for Marin at the local level. It will develop a local tool to quantify VMT and mitigation measures. It will prioritize mitigations through local input elevating the mobility needs of Equity Priority Community Populations, and focusing on maximizing mode shift, improving cost effectiveness for agencies, and offer affordable and convenient options specifically applicable to suburban and rural communities like Marin County.

SCOPE OF WORK TASKS:

1. Identification of VMT and Vehicle Trip Reduction Best Practices

Consultant will identify and summarize existing policies, programs, and projects for supporting VMT reduction in Marin County. VMT reduction measures from other jurisdictions that are effective and applicable to the Marin County context will also be reviewed. Examples will include a full range of policies and programs such as TAM's Safe Routes to Schools program, bikeshare and ridesharing programs, and employer-sponsored measures serving different types of land uses, e.g. office, retail, hotels, restaurants, as well as programs serving mixed use and residential developments. Residential best practices will consider factors such as affordable and senior housing needs and will demonstrate how these measures also support

local jurisdiction's housing elements. The Consultant will also develop a new set of analysis to augment existing conditions including the development of a regional bike network gap analysis to identify where regional bike path implementation can support GHG reductions, in alignment with CAPCOA guidance. Best practices for both publicly and privately funded programs will be identified as well as measures suitable for both existing and new development and roadway projects.

Specific tasks will include:

- Summarize existing trip reduction ordinances in Marin County.
- Inventory trip reduction initiatives in Marin County (public and private sector). Identify previously conducted program evaluations, including monitoring reports.
- Identify successful vehicle trip reduction programs outside Marin County that have the potential to be applied to the local context. Emphasis should be on programs developed to reduce trips for mitigating impacts and should include programs that implemented mitigation banking efforts. Case studies will be prepared for 10-15 programs.
- Identify projects where these best practices can be applied including local roadway projects currently in project development phases.

Deliverables:

- Memorandum summarizing existing trip reduction ordinances
- Memorandum including inventory of existing Marin County trip reduction programs, including evaluations where available
- Case studies of 10-15 successful programs

2. Existing Conditions Analysis

The Consultant will analyze travel patterns of Marin County residents and workers to identify trip reduction strategies with the greatest potential given the local context. This will include a review of data from the TAM travel demand model and previous studies including the TAM Origin and Destination Report, 2018. Big data sources may also be included to develop a more fine-grained assessment of trip origins and destinations and trip behaviors. This can include trip length, trip generation, temporal information, trip purpose, proximity to multimodal options (e.g. transit centers, bike network) and other factors including evaluation of existing housing policies supportive of VMT and GHG mitigation measures that may be useful to develop VMT reductions and mitigation strategies. This will also include the evaluation of existing local roadway projects currently under project development.

Deliverables:

- Memorandum summarizing trip patterns for Marin County residents and workers.

3. Review of Underserved Community Mobility Needs

The Consultant will compile a prioritized list of mobility challenges, needs and potential barriers for residents of the County's underserved communities, such as those previously identified as Equity Priority Communities in San Rafael and Marin City, through engagement with Community Based Organizations such as the Canal Alliance, Multicultural Center of Marin, and North Marin Community Services. Data regarding income levels, race, language spoken at home, and auto ownership will also be reviewed to ensure all underserved communities are considered. This review will use recommendations from the previously completed Community Based Transportation Plans as well as other planning efforts. It will be informed by public outreach directly with Community Based Organizations working with local underserved communities.

Deliverables:

- Memorandum summarizing identified mobility needs for underserved residents.

4. Localized VMT Mitigation Tool and Reduction Guidance

Standardized place typologies will be developed for Marin communities. Typologies will be based on the characteristics of the defined area and will at a minimum include factors such as land use types, development density/land use mix, existing infrastructure for non-vehicle transportation modes, and the availability of transit service.

Criteria will be developed regarding the application of VMT reduction measures analyzed in the California Air Pollution Control Officers Association (CAPCOA) Handbook for Analyzing Greenhouse Gas Emission Reductions report to each of the typologies. The potential application to each typology will be assessed and the CAPCOA VMT reduction estimates will be refined to provide more precise estimates based on the local context. The Consultant will review on-site and off-site mitigation measures including land use policies identified in housing elements and assess their applicability in the local context. This task will also include a review of other local VMT methodologies adopted by agencies in California, including SANDAG, San Jose, City of Los Angeles and others as applicable.

An easy to use spreadsheet tool and guidance will be developed that will enable users to identify candidate VMT reduction measures based on project type and location, including the estimated mitigation potential for each measure. This tool will include the ability to input data related to VMT generating projects and utilize functions to recommend the most suitable VMT mitigation measures. A general assessment of cost-effectiveness will be included.

A co-benefit analysis will be developed to support identification of equitable mobility enhancements in the county, and elevate mobility needs of these populations at locations

throughout the county. This co-benefit analysis will also identify publicly supported VMT measures to provide additional context for decision making on project approvals. This co-benefit analysis will also review the Marin County's Systemic Safety Analysis Report and Marin Wildfire Prevention Authority's wildfire evacuation planning efforts to identify additional co-benefit areas.

Deliverables:

- Identification of feasible VMT mitigation measures and equitable mobility enhancements
- Quantifiable VMT mitigation Spreadsheet tool
- Guidance for assessment of VMT reduction measures and public support for VMT reduction strategies

5. Implementation Recommendations

Based on the VMT methodology established in Task 6, Task 7 will work to identify high performing VMT mitigation in specific areas of the County. This work will include exploring VMT mitigation banks, exchanges, and potential fee or partnership structures to support VMT reduction projects. Implementation recommendations and guidance will also be developed for any known local roadway projects currently in project development phases (as needed). In this task, Consultant will coordinate with local jurisdictions, transit operators and TAM to identify implementation processes for high performing VMT reduction measures. Examples of implementation steps include adoption/update of local policies, formation of interagency partnerships, new/updated transportation projects and programs, and provision of technical assistance for local agency staff and other stakeholders. Following up on the analysis of local trip reduction ordinances completed in Task 3, recommendations will be developed to strengthen these ordinances. The Consultant and TAM will work with local agencies to develop an implementation plan with key milestones identifying what mitigation measures should be implemented based on the specific causes.

Deliverables:

- Toolkit implementation recommendations chapter
- Memorandum summarizing existing trip reduction ordinances and recommendations
- Summary of implementation steps and milestones for local jurisdictions

6. Public and Stakeholder Outreach

This project is a predominantly technical effort. However, TAM recognizes that in order to support adoption of VMT policies and support development projects in identifying appropriate VMT mitigations, outreach to the public will support application of the VMT Toolkit by lead

agencies. The intent of this outreach is to identify what VMT mitigation measures are supported by the public and to foster technical buy-in from stakeholders in developing the toolkit.

Outreach activities will be conducted to solicit input from stakeholders as well as the public. A Stakeholder Advisory Committee will provide input and offer guidance to the Consultant throughout the project. TAM will work with the Consultant to identify stakeholders, in addition to the Canal Alliance and other organizations that provide services to underserved residents, who would be responsible for developing and implementing programs. The stakeholders are expected to include staff from public agencies, transit operators, and business associations or developers. Committee members will represent a range of community types within the County, including urban centers, outlying suburban areas, and rural communities. Four Advisory Committee meetings will be held throughout the course of the project. Focus groups and/or one-on-one interviews will be used to gain an in-depth understanding of the key needs and challenges faced by different stakeholder constituencies – employers, residential complexes, visitor-serving uses, and retail development. A combination of 15 focus groups and one-on-one interviews will be conducted.

The public engagement effort will consist of online surveys and in-person activities focusing on identifying high priority mobility improvements, including a focus on the needs of underserved residents. This will include a countywide online survey as well as community forums in the County's three Equity Priority Communities – two in San Rafael and one in Marin City – and an underserved neighborhood in Novato. As is TAM's practice, these will be in partnership with the Community Based Organizations in these communities including the Canal Alliance and North Marin Community Services. In-person forums will be hosted in walkable, transit-friendly locations that are vetted with the community-based organizations and viewed as welcoming, familiar meeting spaces by the community, such as churches or community centers. Spanish language translation and other languages as requested will be provided, and outreach materials distributed well in advance of the forum.

The input collected from the stakeholder outreach and the first phase of the public outreach will be used as the basis for developing priority strategies for VMT reduction for communities throughout the County. A second survey will be distributed throughout the County to solicit feedback on these priorities.

A project website will be established to host the surveys and provide ongoing communication throughout the project. The site will include materials providing background on the project, a survey regarding user preferences and needs, and recordings of presentations. Email notifications will be disseminated through Advisory Committee representatives and other stakeholders to drive community members to the website. Online materials will be available in Spanish and other languages as requested.

Meetings may be held in person or online as deemed appropriate and safe per the guidance of the County public health leaders. Caltrans guidance for Public Outreach will be followed to provide maximum opportunity to hear local travel challenges first-hand from the general public. Meetings notes will be compiled for all committee meetings, focus groups, and forums.

Deliverables:

- 4 Advisory Committee Meetings
- 15 focus groups and/or stakeholder interviews
- Project email notifications
- 4 public forums; presentation recordings for website
- Project website
- 2 online surveys and summary of results
- Community-level priority VMT reduction strategies

7. Draft Toolkit

The Consultant will prepare a draft of the VMT Reduction and Mobility Enhancement Toolkit, including the deliverables prepared in Tasks 3 through 7. The Draft Toolkit will be shared with the TAM Board, implementing agencies, stakeholders (including community-based organizations), and posted on the project website to solicit public feedback. Based on the feedback received, a Final Toolkit will be developed.

Deliverables:

- Draft VMT Reduction and Mobility Enhancement Toolkit
- Summary of public comments

8. Final Toolkit and Board Review/Approval

The Toolkit will be revised based on comments received on the Draft and presented to the TAM Board of Commissioners. Following acceptance by the Board, TAM will work closely with partners to implement the VMT Reduction and Mobility Enhancement Toolkit throughout the County.

Deliverables:

- Staff Report
- Presentation materials

III. REQUEST FOR PROPOSALS INSTRUCTIONS

The response to this RFP shall be submitted in accordance with the following requirements:

1. *Qualification Statement:* Submit five (5) hard copies and one PDF file of your qualifications. The qualification package (excluding resumes and the transmittal letter) shall not exceed a total of 50 double-sided, 8.5" x 11" pages. Any 11x17 pages should be limited in use and will count as two pages to the page limit. The qualification statement will be of sufficient quality to show your basic approach to the work. Resumes should be included in an appendix that will not count towards the page limit.
2. *Transmittal Letter:* The qualification statement shall be transmitted with a cover letter describing the firm's/team's interest and commitment to the proposed project. The letter shall state that the qualification statement shall be valid for a 90-day period and should include the name, title, address, email, and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with TAM shall sign the cover letter.
3. *Qualifications and Experience:* The qualification statement shall provide the qualifications and experience of the consultant(s). Please emphasize the specific qualifications and experience of key members of the team in providing the requested services. Identify the position or role key team members provided during the delivery process. Key Team Members are expected to be committed for the duration of the project. Replacement of Key Team Members will not be permitted without prior consultation with and approval of TAM.
4. *Project Understanding:* The qualification statement should describe your understanding of the scope of work and your approach to meeting the task objectives outlined in this RFQ/RFP. Discuss how the services would be performed and what deliverables would be submitted.
5. *Management Plan and Schedule:* This section of the qualification statement shall provide an example of the firm's/team's management plan for a similar project providing similar services, including staff proposed and their availability to perform the work identified in this RFQ/RFP. For the qualification statement, develop a proposed schedule, identifying major project milestones and the anticipated duration for each activity.
6. *References:* The qualification statement should provide a minimum of three references (including contact names and current phone numbers) that indicate the ability of your firm to successfully deliver this project.

7. *Cost Proposal:* In a separate sealed envelope labeled cost proposal, please provide a firm fixed price for all tasks and subtasks identified in Section 2 of this RFP. This Project Budget is to include all salary, fringe benefits, overhead, fees, and all other expenses incurred. Include expected billing rates for staff assigned to the contract and provide a listing of your latest hourly rates by job class. This cost proposal should align with the proposed schedule tasks, sub tasks and durations identified in the management plan.
8. *Professional Services Contract:* Indicate your willingness to accept the terms and conditions in attached sample contract, including your ability to comply with TAM's insurance requirements, any conflict of interest, or list those to which you take exception, and, as appropriate, provide proposed alternate wording. Note that it is not TAM's intent to make substantial changes to the attached sample contract.

Submittal Procedure

The qualification packages shall be submitted in accordance with the following requirements:

1. The qualification/proposal packages shall be transmitted with a cover letter as described above.
2. The qualification/proposal packages shall be addressed to:

Mikaela Hiatt
Transportation Authority of Marin
900 Fifth Avenue, Suite 100
San Rafael, CA 94901
3. The qualification/proposal packages shall be dispatched to be received at the above address no later than 4:00 p.m., Friday, June 7, 2024. Late qualification packages will not be accepted.
4. Questions pertaining to this RFQ/RFP or the Scope of Services should be directed in writing via email to Derek McGill - dmcgill@tam.ca.gov

TAM will make every effort to provide individual responses to all written questions submitted and will not respond to questions posed by any means other than e-mail. Responses to technical questions may take up to two working days and all responses (with questions) will be posted on TAM's website: www.tam.ca.gov under the RFP/RFQ section.

IV. METHOD/CRITERIA FOR SELECTION

The following criteria will be used to evaluate qualification packages and to select a consultant team:

1. Qualifications and availability of the firm(s), the designated project manager, and key staff; 30%
2. Demonstrated experience of key personnel with VMT reduction measures and mitigation for land use and roadway projects; 20%
3. Demonstrated experience working with Community Based Organizations and other Equity oriented outreach; 20%
4. Overall approach to management of the work and demonstrated ability to meet the requirements of the RFP; 20%
5. Fee Information; 10%

A panel will be convened to evaluate the qualification statements and develop a ranking of the most qualified consultants. The panel may include representatives from TAM staff and other public agencies. Members of the panel will not be revealed prior to interviews.

Top ranked firms may be invited to be interviewed remotely or in-person by the panel. If interviews are required based on an initial evaluation, the most qualified teams are to be scheduled during the weeks of June 17th and 22nd, 2024. The Project Manager and key team members are expected to attend the interview. Once the top firm has been determined, staff will start contract negotiations with that firm. If contract negotiations are not successful, the remaining firms may be asked to negotiate a contract.

V. SELECTION PROCESS DATES

May 1 st	RFP Released
May 10 th	Non-Mandatory Pre-Proposal Meeting
May 17 th	Final day for Submittal of Questions
June 7 th	Proposal Packages Due
June 17 th – June 28 th	Interviews (tentative)
July 1 st	Finalize Contract Negotiations (tentative)
July 25 th	TAM Board Award Contract

VI. DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY

TAM is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to TAM's procurement and professional services activities. To this end, TAM has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with TAM in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with TAM, the Contractor hereby makes the following assurance and agrees to include this assurance in any Agreements it makes with subcontractors in the performance of this contract: "The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as TAM deems appropriate."

TAM implements the DBE policy in accordance with DOT regulations, and **no contract specific DBE participation goal has been established for this contract**. However, Proposers shall cooperate with TAM in meeting its commitments and objectives about ensuring nondiscrimination in the award and administration of Authority Contracts and shall use its best efforts to ensure that barriers to DBE's participation do not exist. By submitting a Proposal, a Proposer is deemed to have made the foregoing assurance and to be bound by its terms. For DBE questions and assistance, contact Bill Whitney, DBE Officer, at (415) 226-0823 or bwhitney@tam.ca.gov.

VII. GENERAL TERMS AND CONDITIONS

1. **Conflicts of Interest.** The proposer shall disclose any currently known or potential conflicts of interest with TAM, the State Department of Transportation, the Metropolitan Transportation Commission, the County of Marin, and the Federal Highway Administration. The proposer's signature affixed to and dated on the cover letter shall constitute a certification, under penalty of perjury under the laws of the State of California, that the proposer declares that the proposer is not currently and will not during the performance of any services for TAM, participate in any other work involving a third party with interests currently in conflict or likely to be in conflict with TAM's interests without TAM's approval.
2. **Amendments to RFP/Q.** TAM reserves the right to amend or cancel this RFP/Q by addendum before the final submittal due date. Revisions to the RFP/Q shall be posted

on the TAM web page at least one full business day prior to the deadline for submittal of responses. It is the responsibility of each proposer to check the Web site for any revisions related to this RFP/Q. The proposers shall each confirm in the transmittal letter of its response the receipt of all addenda issued to this RFP/Q.

3. **Non-commitment of TAM.** This RFP/Q does not commit TAM to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services.
4. **Confidentiality.** Before award of the contract, all responses to this RFP/Q will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all responses) all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the responses confidential will be regarded as non-effective and will be disregarded.

EXHIBIT A - TAM STANDARD CONTRACT

Contract Log # _____ ****SAMPLE CONTRACT****

**CONTRACT BETWEEN
TRANSPORTATION AUTHORITY OF MARIN
AND
_____ CONSULTANTS**

THE ABOVE-REFERENCED CONTRACT (this "**Contract**") is made and entered into effective as of the _____ day of _____, 2019 (the "**Effective Date**") by and between the TRANSPORTATION AUTHORITY OF MARIN a Joint Powers Agency (hereinafter referred to as "**TAM**"), and _____, a California Corporation (hereinafter referred to as "**Consultant**"). TAM and Consultant are sometimes hereinafter referred to collectively as the "**Parties**" or individually as a "**Party**."

RECITALS:

WHEREAS, TAM manages a variety of transportation projects and programs in Marin County, California; and

WHEREAS, TAM and Consultant desire to enter into an independent contractor relationship whereby Consultant shall perform for TAM certain services as set forth in **Exhibit A** attached hereto and hereby incorporated herein (collectively, the "**Services**," which shall include, without limitation, all services, materials and other work product provided by Consultant hereunder), subject to the terms and conditions of this Contract;

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES

Scope of Work. Consultant agrees to provide the Services in a timely and professional manner, in accordance with the terms and conditions of this Contract. Subject to Sections 11 and 12, should Consultant retain the assistance of any other person or entity to perform the Services, Consultant agrees and warrants that each such assistant shall execute an agreement containing substantially identical terms as this Contract with regard to the obligations imposed on Consultant under this Contract. Consultant agrees that the scope of the Services may be modified by TAM at any time and for any reason, so long as any addition to the scope of the Services be within the Consultant's expertise and not otherwise conflict with Consultant's Legal and ethical obligations. Consultant shall use its professional skill and effort in performing the Services, which shall meet industry standards and Consultant shall complete each project, including any modifications by TAM thereto, on a timely basis.

Business Conflicts. Subject to Consultant's compliance with the terms and conditions of this Contract, including without limitation Sections 19 and 20 below, Consultant may provide services for other parties, provided that the services provided by Consultant to third parties does not conflict with, and are not detrimental to, the interest of TAM. To ensure that Consultant does not provide services to third parties in a manner that conflicts with, or is detrimental to, the interests of TAM, Consultant shall fully and promptly disclose all possible conflicts to TAM.

2. ACCESS TO LANDS AND DATA

TAM guarantees access to and shall make provisions for Consultant to enter upon public and private lands as required to perform the Services. TAM shall make available all pertinent data and records for review by Consultant as required to perform the Services. TAM shall provide Consultant with general bid and contract forms and special provisions formats as necessary.

3. FEES AND PAYMENT SCHEDULE

The method of payment for this contract will be based on Specific Rates of Compensation. TAM will reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the Consultant in performance of the work. Consultant will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant Cost Proposal, which is attached hereto as "**Exhibit B,**" unless additional reimbursement is provided for by contract amendment. In no event, will the Consultant be reimbursed for overhead costs at a rate that exceeds TAM's approved overhead rate set forth in the Consultant Cost Proposal. In the event, that TAM determines that a change to the work from that specified in Consultant Cost Proposal and Contract is required, the contract time and/or actual costs reimbursable by TAM shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Section 5 of this Contract shall not be exceeded, unless authorized by contract amendment.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Consultant Cost Proposal.

When milestone cost estimates are included in the approved Consultant Cost Proposal, the Consultant shall obtain prior written approval for a revised milestone cost estimate from TAM before exceeding such cost estimate.

Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services and Schedule, which is attached hereto as "**Exhibit A,**" TAM shall have the right to delay payment and/or terminate this Contract accordance with the provisions of Section 16, "Termination/ Force Majeure" of this Contract.

No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by TAM's Contract Manager of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Consultant Cost Proposal and shall reference this contract number and project title. The final invoice should be submitted within 60-calendar days after completion of the Consultant's work. Invoices shall be mailed to TAM's Contract Manager at the address specified in Section 36 of this Contract.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

All subcontracts in excess of \$25,000 shall contain the above provisions.

No retainage will be withheld by the TAM from progress payments due the Consultant. Retainage by the Consultant or subconsultants is prohibited, and no retainage will be held by the Consultant from progress payments due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California

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Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the Consultant or deficient subcontract performance, or noncompliance by a subconsultant. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE consultants or subconsultants.

Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the TAM.

Consultant shall provide TAM with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. COST PRINCIPLES

Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

Consultant also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to TAM.

5. MAXIMUM COST TO TAM

In no event will the Fees for the Services to be provided herein exceed the maximum sum of _____ dollars (\$ ___,000.00) total, including direct non-salary expenses.

6. TERM OF CONTRACT

This Contract shall commence on the Effective Date and shall terminate Thirty-Six (36) months from that date (the "Term") with an option for two one-year contract extensions.

7. INSURANCE

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to TAM. The general liability policy shall be endorsed naming the TRANSPORTATION AUTHORITY OF MARIN as an additional insured along with a waiver of subrogation. Each certificate of insurance must be current on the Effective Date and if scheduled to lapse prior to the end of the Term, must be automatically updated before final payment may be made to Consultant. Each certificate of insurance and required endorsement shall be furnished to TAM prior to Consultant's commencement of the Services. Should any of the required insurance policies in this contract be cancelled for any reason or non-renewed, it is the consultant's duty (the Named Insured on the policy) to notify TAM immediately upon receipt of the notice of cancellation or non-renewal from the insurance company or immediately upon consultant's decision to cancel or non-renew the insurance. Said policies shall remain in force through the Term and shall be payable on a per occurrence basis only, except those required by Sections 7.4.a. and 7.4.b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Failure to provide and maintain the insurance required by this Contract shall constitute a material breach of the Contract. In addition to any other available remedies, TAM may suspend payment to Consultant for any Services

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provided during any time that insurance was not in effect and until such time as Consultant provides adequate evidence that Consultant has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit C** attached hereto. A request for a waiver of the insurance requirements must specify whether Consultant is requesting reduced amounts of coverage or requesting to have a particular type of coverage waived entirely.

7.1 GENERAL LIABILITY

Consultant shall maintain a commercial general liability insurance policy in an amount of no less than One Million Dollars (\$1,000,000.00) per occurrence. TAM shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

7.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Consultant in order to perform said services, Consultant shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of One Million Dollars (\$1,000,000.00) per occurrence.

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

7.3 WORKERS' COMPENSATION

Consultant acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Consultant has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to self-insure shall be provided to TAM prior to commencement of the Services.

Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

7.4 OTHER INSURANCE

Consultant may be required to carry additional insurance based upon the nature of the work to be performed (the Services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims made policies must have a retroactive date either prior to the Effective Date or the beginning of the work in the Contract. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of the work in the Contract or end of the Term, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claim made policy with a retroactive date prior to the Effective Date, Consultant must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of the work in the Contract. Consultant shall maintain a policy limit of not less than Two Million Dollars (\$2,000,000) per incident, with a deductible or self-insured retention not to exceed *Twenty Five Thousand Dollars (\$25,000) unless approved by TAM in writing.

7.4.a. Professional Liability Insurance..... **(check box if required)**

*Deductibles greater than Twenty Five Thousand Dollars (\$25,000) require Insurance Reduction/Waiver form **(Exhibit C)** to be completed.

7.4.b. Maritime Insurance..... **(check box if required)**

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Consultant's general liability and/or professional liability insurance may be provided, in part, by self-insurance as long as Consultant provides either (1) evidence to TAM that Consultant has segregated amounts in a special insurance reserve fund meeting the contract's insurance requirements and restricted specifically to this project or (2) Consultant's general insurance reserves are adequate to provide the necessary coverage and TAM may conclusively reply thereon, or (3) if Consultant has a deductible of One Hundred Thousand Dollars (\$100,000) or more, TAM shall have the same benefits and protections as if Consultant carried insurance with a third party insurance company, satisfying the insurance requirements within this Contract.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. Insurers not licensed in the State of California should have a current A.M. Best's rating of no less than A X.

If Consultant hires subcontractors, Consultant shall require its subcontractors to name Consultant and TAM as additional insured under its commercial general liability insurance policy and Consultant shall require all its subcontractors to furnish separate certificates and endorsements. All insurance for subcontractors shall be subject to all of the requirements stated herein.

8. REPRESENTATIONS AND WARRANTIES / INDEMNIFICATION

8.1 Representations and Warranties. Consultant hereby represents or covenants, as applicable, and warrants that it, and each of its directors officers, employees, members, managers, partners, permitted consultants, contractors, agents, successors, heirs, representatives, beneficiaries, administrators, executors, trustees, affiliates, permitted assigns and/or representatives (each and all, "Consultant" for the purposes of Section 8, 19 and 20): (i) is not a party to any agreement – and does not have any interest or obligation – that will limit, interfere, or otherwise conflict with any provision of this Contract, the performance of the Services or any of Consultant's obligations hereunder; (ii) shall not, during the Term and thereafter, make any commitment or obligation or engage in any activity that will limit, interfere or otherwise conflict with any provision of this Contract, the performance of the Services or any of Consultant's obligations hereunder, without obtaining TAM's express prior written approval; (iii) shall not infringe any and all right, title and interest, including, but not limited to, any and all patent rights, mask work rights, copyrights, moral rights, trade secret rights, trademark rights, including any and all supplements, enhancements, modifications, translations and derivative works thereto, whether now known or hereafter devised, industrial property rights, all other intellectual property rights and property rights of any nature whatsoever, and any and all renewals of the foregoing (separately and collectively, "**Proprietary Rights**") of TAM or any party in performing the Services or discharging any of Consultant's obligations hereunder; (iv) shall, at TAM's request, during the Term and thereafter, execute and/or verify any proper oath, assignment, application, specification or other document or instrument, if true, that TAM, its agents or attorneys (each a "**TAM Party**"), deems desirable or necessary to evidence or carry out this Contract's terms and conditions and/or compliance therewith; (v) shall use its best efforts to ensure that in performing the Services or fulfilling its obligations hereunder, Consultant does not in any way adversely impact TAM's reputation or goodwill; (vi) shall avoid deceptive, misleading, or unethical business practices; and (vii) shall comply with all applicable laws and governmental regulations in performing the Services and fulfilling its obligations hereunder.

8.2 Indemnity. Pursuant to CA Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold TAM, its employees, officers and agents harmless from all liabilities arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant.

9. NONDISCRIMINATORY EMPLOYMENT

Consultant and/or any permitted sub-consultant shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Consultant and/or any permitted sub-consultant understands and agrees that Consultant and/or any permitted sub-consultant is bound

by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

10. DRUG-FREE WORKPLACE POLICY

Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on TAM's premises. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents or assigns will be deemed a material breach of this Contract.

11. SUBCONTRACTING

Consultant shall not subcontract nor assign any portion of the work required by this Contract without prior express written approval of TAM except for any subcontract work identified and expressly authorized by TAM herein. If Consultant hires a sub-consultant under this Contract, Consultant shall require sub-consultant to provide and maintain insurance coverage identical to what is required of Consultant under this Contract and shall require sub-consultant to name Consultant as additional insured under each policy in accordance with this Contract. It shall be Consultant's responsibility to collect and maintain current evidence of insurance provided by its sub-consultant and shall forward to TAM evidence of same.

Nothing contained in this Contract or otherwise, shall create any contractual relation between TAM and any subconsultants, and no subconsultant shall relieve Consultant of his/her responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to TAM for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultants is an independent obligation from TAM's obligation to make payments to Consultant.

Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the TAM.

Any substitution of subconsultants must be approved in writing by TAM in advance of assigning work to a substitute subconsultant.

12. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

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

If the Contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.

DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Consultant

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shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted contracts. Failure by Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate.

Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Section.

13. PERFORMANCE OF DBE CONSULTANT AND OTHER DBE SUBCONSULTANTS/SUPPLIERS

A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

14. DBE RECORDS

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

Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to TAM with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants is submitted to TAM.

15. DBE CERTIFICATION AND DECERTIFICATION STATUS

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to TAM within 30 days.

16. ASSIGNMENT

The rights, responsibilities and duties under this Contract are personal to Consultant and may not be transferred or assigned without the express prior written consent of TAM. Consultant shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to TAM, as is evidenced in writing. Subject to the foregoing restrictions, this Contract shall be binding upon, and inure to the benefit of, the Parties and their respective, heirs, administrators, executors, trustees, successors and permitted assigns.

17. LICENSING AND PERMITS

Consultant shall, at its sole expense, maintain all required government and other regulatory licenses throughout the Term of this Contract. Consultant shall also, at its sole expense, obtain any and all permits which might be required to perform the Services.

18. BOOKS OF RECORD AND AUDIT PROVISION

Consultant shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be kept in accordance with generally accepted accounting practices. In addition, Consultant shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five (5) years from the end of the Term or earlier termination of this Contract. Consultant will permit TAM, the state, the State Auditor, FHWA, or any duly authorized representative of the federal government to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Consultant who participated in this Contract in any way. Consultant shall promptly refund to TAM any monies erroneously charged to TAM.

19. CONFIDENTIALITY

19.1 Confidential Information. Consultant agrees that during the Term of this Contract, and thereafter, Consultant shall keep TAM's Confidential Information (as hereinafter defined) confidential and shall not, directly or indirectly, on behalf of Consultant or any third party, use divulge, publish or otherwise disclose or allow to be disclosed any aspect of Confidential Information, except as expressly provided herein solely for TAM's benefit. "Confidential Information" means any confidential, trade secret or other proprietary information (in whatever form or media, and whether or not marked as confidential) disclosed by TAM to Consultant under this Contract (including, without limitation, any reproductions or copies thereof), except information that the Consultant clearly proves to TAM: (a) is public knowledge at the time of disclosure, (b) was known by the Consultant before disclosure by TAM, or becomes public knowledge or otherwise known to the Consultant after such disclosure, other than by breach of a confidentiality obligation, or (c) is independently developed by the Consultant by persons without access to Confidential Information of TAM. Confidential Information shall include, without limitation, the following categories of information: any and all nonpublic information relating to TAM, methodologies, data, databases, know-how, procedures, techniques, tutorials and processes of TAM, services rendered or deliverables furnished by TAM, financial and operational information, and other matters relating to the operations or projects of TAM including traffic data and traffic studies, information relating to actual or potential clients and/or client lists, client requirements, forecasts and projections, accounting, finance or tax information, pricing information, and the terms of this Contract.

19.2 Protection and Disclosure of Confidential Information. The Consultant shall exercise at least the same degree of care and protection with respect to the Confidential Information of TAM that it exercises with respect to its own Confidential Information, but in no event shall the Consultant exercise less than a reasonable

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standard of care, and in addition shall not directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information of TAM except to the extent expressly permitted in writing by TAM. Notwithstanding the above, the Consultant may disclose Confidential Information of TAM to the employees and agents of the Consultant who have a bona fide need to know and to third parties if so required by law (including court order or subpoena), provided that such disclosure is made in accordance with the terms of Section 19.3. Consultant acknowledges that breach of this Section will cause irreparable harm to TAM entitling TAM to injunctive relief, among other remedies.

19.3 Notification Obligation. If the Consultant becomes aware of any unauthorized use or disclosure of the Confidential Information, the Consultant shall promptly and fully notify TAM of all facts known to it concerning such unauthorized use or disclosure. In addition, if the Consultant or any of its employees or agents are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any of the Confidential Information, the Consultant shall not disclose the Confidential Information without providing TAM at least twenty-four (24) hours prior written notice of any such request or requirement so that TAM may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Contract. Notwithstanding the foregoing, the Consultant shall exercise its best efforts to preserve the confidentiality of the Confidential Information including, without limitation, by cooperating with TAM to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

19.4 Restricted Storage and Access. Consultant shall access Confidential Information that is stored electronically only via TAM's computers and shall access Confidential Information only while Consultant is at TAM's offices, unless otherwise expressly authorized by TAM in writing. If Consultant wishes to store Confidential Information electronically, Consultant may only store such Confidential Information on TAM's computers located at TAM's offices. Under no circumstances shall Consultant copy Confidential Information onto non-TAM computers or other equipment not owned by TAM without the express prior written consent of TAM. Consultant shall not remove any Confidential Information from TAM's offices without the express prior written consent of TAM. TAM reserves the right, in its sole discretion, to revoke any authorization or consent given hereunder.

19.5 Mutual Cooperation. Each Party shall notify and cooperate with the other Party in enforcing TAM's rights if such Party becomes aware of a threatened or actual violation of TAM's confidentiality requirements by a third party. Upon reasonable request by TAM, the Consultant shall provide copies of the confidentiality agreements entered into with its agents or independent contractors relating to this Contract.

19.6 Return of Confidential Information. Upon the termination or expiration and non-renewal of this Contract or upon the request of TAM, Consultant shall either promptly return the Confidential Information, and any and all reproductions and copies thereof, to TAM or destroy all such Confidential Information, and Consultant shall sign an affidavit certifying to TAM under penalty of perjury that all such Confidential Information in Consultant's possession has been returned or destroyed.

20. WORKS FOR HIRE

20.1 Work Product. Consultant acknowledges and agrees that the Proprietary Rights in and to any and all studies, deliverables, inventions, ideas, improvements, know-how, designs and discoveries, whether or not patentable and whether or not reduced to practice, patents, trademarks, trade secrets, original works of authorship (including, but not limited to, all algorithms, HTML, Java files and associated data, graphic materials, illustrations, creative writings, written information, photographs, product documentation, flow charts, databases, developments, processes, techniques, formulae, technology, drawings, marketing, advertising, product plans, reports, specifications, technical data, any computer program (source code and object code), research, schematics, prototypes, models and products) made, conceived and/or created by Consultant, whether solely or jointly with others that: (i) is developed in whole or in part on TAM's time or using TAM's computers, equipment, supplies, facilities or Confidential Information; (ii) results from, or is suggested by, any task or project assigned to

Consultant under this Contract, the Services or the fulfillment of Consultant's obligations under this Contract; or (iii) relates in any manner to the actual or reasonably anticipated project, work, research and/or operations of TAM (separately and collectively, "**Work Product**"), is solely owned by, and belongs to, TAM. Consultant expressly acknowledges and agrees that all such works of authorship are "works made for hire" as defined in the U.S. Copyright Act and belong exclusively to TAM to the fullest extent permitted under applicable law. Consultant hereby waives and shall not assert any and all moral rights Consultant may have to such works of authorship, which may inure to Consultant under the laws of any nation.

20.2 Assignment of Work Product. If Work Product, or any part thereof, is for any reason deemed not to constitute works made for hire owned by TAM, or if Consultant should, by operation of law or otherwise, be deemed to retain any rights thereto, for good and valuable consideration, including without limitation the consideration recited herein, Consultant hereby grants, conveys, bargains, sells, assigns, transfers and delivers to TAM, its successors and assigns, any and all of Consultant's Proprietary Rights, in and to the Work Product. Consultant also expressly assigns to TAM all legal rights necessary for TAM to pursue any legal action against any third party arising out of or in connection with the Work Product assigned hereunder. Consultant shall cause Consultant's permitted successors and assigns to assign all Proprietary Rights in Work Product to TAM to the maximum extent permitted by law. Consultant covenants not to personally, or cause any third party to, infringe any of TAM's Proprietary Rights in or to the Work Product. Upon the request of TAM, its agents or attorneys (each a "**TAM Party**"), Consultant shall promptly execute further written assignments and any additional document a TAM Party, in its sole and absolute discretion, deems necessary to effect, record and/or perfect the transfer of rights, title and interest in and to the Work Product.

20.3 Disclosure of Work Product. Consultant agrees that in connection with any Work Product Consultant shall: (i) promptly disclose such Work Product in writing to TAM (which shall be received in confidence by TAM), to permit TAM to claim rights to which it may be entitled under this Contract, and (ii) if TAM requests, promptly execute any additional written assignment of title to TAM for any Work Product required to be assigned by this Section 20 and Consultant shall preserve any such Work Product as Confidential Information of TAM. If Consultant believes that Consultant is entitled to ownership, either in whole or in part, of any Work Product, Consultant shall immediately so notify TAM's Board in writing. Consultant shall preserve all Work Product as Confidential Information of TAM. Consultant expressly agrees and covenants to keep and maintain adequate and current written records of all Work Product. The records will be in the form of notes, sketches, drawings and any other format that may be specified by TAM and shall at all times be available to, and remain the sole property of, TAM.

20.4 Termination of Proprietary Rights. TAM and Consultant hereby acknowledge that certain Proprietary Rights in and to Work Product assigned to TAM hereunder may, under certain circumstances and after the assignment thereof to TAM, be terminated by Consultant in accordance with the provisions of the Copyright Act. The Parties further acknowledge that it is their intention that, if any such assignments are terminated by Consultant, TAM shall have the exclusive rights of first and last refusal with respect thereto, which right of first and last refusal shall be exercised as follows:

Until the expiration of a period of sixty (60) days following TAM's receipt of a valid notice of termination with respect to any such Proprietary Rights, Consultant shall not negotiate with any third party with respect to the grant, sale, assignment, license, or other transfer of the Work Product thereof. During said sixty (60) day period, Consultant shall negotiate in good faith and exert best efforts to reach an agreement with TAM for TAM's acquisition of such Proprietary Rights and/or Work Product. If TAM and Consultant fail to reach agreement by the end of said sixty (60) day period, Consultant shall be free to negotiate with third parties for the grant, sale, assignment, license, or other transfer of such Proprietary Rights and/or Work Product, only for terms and conditions more favorable to Consultant than those last offered by TAM.

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If Consultant receives such a bona fide offer from a third party, which offer Consultant wishes to accept, Consultant shall notify TAM of the terms therein in writing and TAM shall have ten (10) days from its receipt thereof to notify Consultant that it desires to acquire the Proprietary Rights and/or Work Product subject to the terms of such offer. If TAM so notifies Consultant, such copyrights shall automatically vest in TAM and Consultant shall enter into a written agreement with TAM reflecting such terms and conditions promptly after Consultant's receipt of such notice. If TAM does not so notify Consultant and Consultant does not accept such third party offer, the foregoing procedures shall apply to any further offers which Consultant receives and wishes to accept, including any offer containing identical terms and conditions rejected by Consultant, whether received by Consultant from the same or from a different third party.

20.5 Patent, Trademark and Copyright Registrations. Consultant agrees to assist any TAM Party, at TAM's expense, to secure TAM's rights in the Work Product and any Proprietary Rights relating thereto in any and all countries, including the disclosure to TAM of all pertinent information, written records and data with respect thereto, the execution of all applications, specifications, oaths, assignments and other instruments that a TAM Party, in its sole discretion, deems necessary to apply for and obtain such rights. Upon the request of a TAM Party, Consultant shall promptly execute any and all applications for U.S. or foreign patent, trademark or copyright registrations regarding Work Product and execute any additional documents and do all other lawfully permitted acts to further the prosecution and issuance letters of registration thereon. Consultant hereby irrevocably appoints each TAM Party as Consultant's attorney-in-fact for the purpose of executing such registration applications, assignments and additional documents in Consultant's name and stead and with the same legal force and effect as if executed by Consultant.

21. TERMINATION / FORCE MAJEURE

- A. If Consultant fails to properly provide in any manner the Services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance hereunder, TAM may terminate this Contract by giving five (5) calendar days written notice to Consultant.
- B. Nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the nonperforming Party.
- C. Either Party may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other Party. Notice of termination shall be by written notice to the other Party and be sent in accordance with Section 36.
- D. In the event of termination not due to the fault of Consultant, Consultant shall be paid for Services properly performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract including any and all amendments thereto.
- E. Upon receipt of termination notice, Consultant shall commence and perform, with diligence, all actions necessary on the part of Consultant to effect the termination of this Contract on the date specified by TAM and to minimize the liability of Consultant and TAM to third parties as a result of termination. All such actions shall be subject to the prior approval of TAM. Such actions shall include, without limitation:
 - i. Halting the performance of the Services and other work under this Consultant on the date(s) and in the manner specified by TAM.
 - ii. Not placing any further orders or subcontracts for materials, services, equipment or other items.
 - iii. Terminating all existing orders and subcontracts.

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- iv. At TAM's direction, assigning to TAM any or all of Consultant's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, TAM shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - v. Subject to TAM's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
 - vi. Completing performance of any Services or work that TAM designates to be completed prior to the date of termination specified by TAM.
 - vii. Taking such action as may be necessary, or as TAM may direct, for the protection and preservation of any property related to this Contract which is in the possession of Consultant and in which TAM has or may acquire an interest.
- F. In no event shall TAM be liable for costs incurred by Consultant or any of its sub-consultants after the termination date specified by TAM, except for those costs associated in compliance with the immediately preceding subsection (E). Non-recoverable costs include, but are not limited to, anticipated profits on this Contract, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under subsection (E).
- G. TAM's payment obligation under this Section shall survive termination of this Contract.

22. RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION

- A. Sections 19, 20, 22, and each other provision of this Contract that may be reasonably construed to survive termination hereof, shall survive termination or expiration of this Contract for any reason.
- B. Subject to the immediately preceding subsection (A), upon termination of this Contract prior to the expiration of the Term specified in Section 5, this Contract shall terminate and be of no further force or effect. Consultant shall transfer title to TAM, and deliver in the manner, at the times, and to the extent, if any, directed by TAM, any work in progress, completed work, supplies, equipment, and other materials produced as part of, or acquired in connection with the performance of this Contract, and any completed or partially completed work which, if this Contract had been completed, would have been required to be furnished to TAM. This subsection shall survive termination of this Contract.

23. RELATIONSHIP BETWEEN THE PARTIES

It is expressly understood that in the performances of the Services herein, Consultant, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of TAM. Consultant shall be solely responsible to pay all required taxes, including but not limited to, all payroll withholding taxes, social security, and worker's compensation arising from or relating to Services. Consultant or any agent or employee of Consultant is liable for the acts or omissions of itself, its employees and its agents. Nothing in this Contract shall be construed as creating an employment or agency relationship between TAM and Consultant or any agent or employee of Consultant.

Any terms in this Contract referring to direction from TAM shall be construed as providing for direction as to policy and the result of Consultant's work only, and not as to the means by which such a result is obtained. TAM does not retain the right to control the means or the method by which Consultant performs work under this Contract.

24. PAYMENT OF TAXES AND OTHER EXPENSES

Should TAM, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Consultant is an employee for purposes of collection of any employment taxes, the amounts payable under this Contact shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Consultant which can be applied against this liability). TAM shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Consultant for TAM, upon notification of such fact by TAM, Consultant shall promptly remit such amount due or arrange with TAM to have the amount due withheld from future payments to Consultant under this Contract (again, offsetting any amounts already paid by Consultant which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Contract, Consultant shall not be considered an employee of TAM. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Consultant is an employee for any other purpose, then Consultant agrees to a reduction in TAM's financial liability so that TAM's total expenses under this Contract are not greater than they would have been had the court, arbitrator, or administrative authority determined that Consultant was not an employee.

25. PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK

The granting of any payment by TAM, or the receipt thereof by Consultant, shall in no way lessen the liability of Consultant to replace unsatisfactory work, equipment, or materials, and thereafter the unsatisfactory character of such work, equipment, components, or workmanship that do not conform to the requirements of this Contract may be rejected by TAM and in such case must be replaced by Consultant without delay.

26. SUBMITTING FALSE CLAIMS AND MONETARY PENALTIES

Pursuant to Government Code sections 12650 et seq., any Consultant, sub-consultant or consultant who submits a false claim shall be liable to TAM for three times the amount of damages that TAM sustains because of the false claim. A Consultant, sub-consultant or consultant who submits a false claim shall also be liable to TAM for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to TAM for a civil penalty for up to \$10,000 for each false claim. A Consultant, sub-consultant or consultant will be deemed to have submitted a false claim to TAM if the Consultant, sub-consultant or consultant: (a) knowingly presents or causes to be presented to an officer or employee of TAM, a false claim for payment or approval; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by TAM; (c) conspires to defraud TAM by getting a false claim allowed or paid by TAM; (d) has possession, custody, or control of public property or money used or to be used by TAM and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt; (e) is authorized to make or deliver a document certifying receipt of property used or to be used by TAM and knowingly makes or delivers a receipt that falsely represent the property used or to be used; (f) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to TAM; (g) is a beneficiary of an inadvertent submission of a false claim to TAM, subsequently discovers the falsity of the claim, and fails to disclose the false claim to TAM within a reasonable time after discovery of the false claim.

27. MODIFICATION OF CONTRACT

This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed by duly authorized officers or representatives of both Parties and approved in the same manner as this Contract.

28. ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the Parties, and supersedes all other oral or written agreements, understandings and provisions between them, concerning the subject matter hereof. This Contract may be modified only as provided in Section 27.

29. SEVERABILITY

Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such invalid or unenforceable provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and shall be reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

30. JURISDICTION AND VENUE / LEGAL EXPENSES

This Contract shall be construed in accordance with the laws of the State of California, without reference to its conflict of laws principles. The Parties agree that exclusive venue for any dispute arising hereunder shall be in a state court located in Marin County, California, or federal court located in San Francisco, California, and the Parties hereby consent to the exclusive jurisdiction of such courts. If TAM initiates legal action to enforce its rights under this Agreement, TAM shall be entitled, in addition to all other remedies available under law, to recover its legal expenses incurred in connection therewith, including without limitation reasonable attorney's and expert witness fees.

31. LIABILITY OF TAM

TAM's payment of obligations under this Contract shall be limited to the payment of the compensation provided for in Sections 3 and 5 of this Contract. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL TAM BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT, EVEN IF TAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

32. COMPLIANCE WITH APPLICABLE LAWS

Consultant shall comply with any and all Federal, State and local laws (including, but not limited to Covenant Against Contingent Fees, below) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from TAM's contact person referenced in Section 35 (NOTICES) below.

33. COVENANT AGAINST CONTINGENCY 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 Contract; and that it has not paid or agreed to pay any company or

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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 Contract. For breach or violation of this warranty, the local agency shall have the right to annul this Contract without liability, or at its discretion; to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

34. ADMINISTRATIVE REMEDY FOR AGREEMENT INTERPRETATION / MISCELLANEOUS

Should any question arise as to the meaning and intent of this Contract, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Executive Director of TAM, who shall decide the true meaning and intent of the Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Headings used in this Contract are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Contract. This Contract shall be construed within its fair meaning and no inference shall be drawn against the drafting Party in interpreting this Contract. Whenever used in this Contract, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, corporation, or other legal entity all as the context and meaning of this Contract may require.

35. DEBARMENT AND SUSPENSION CERTIFICATION

The Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TAM.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom the exceptions apply, initiating agency, and dates of action.

36. NOTICES

All notices permitted or required under this Contract shall be in writing and shall be sent by registered or certified mail, or by FedEx or other similar overnight courier, to the Parties at their respective addresses below. A notice sent by registered or certified mail shall be deemed given five (5) business days after deposited in the mail, or one (1) business day after being sent by FedEx or similar overnight courier for next day delivery. This Contract shall be managed and administered on TAM's behalf by the Contract Manager named below. All invoices shall be submitted and approved by this Contract Manager and all notices shall be given to TAM at the following location:

<u>Contract Manager:</u>	
<u>Location:</u>	900 5 th Avenue, Suite 100
	San Rafael, CA 94901
<u>Contact:</u>	

Notices shall be given to Consultant at the following address:

Consultant: _____
Location: _____
Contact: _____

37. ACKNOWLEDGEMENT OF EXHIBITS

CONSULTANT'S INITIALS

- EXHIBIT A.** **Scope of Services and Schedule** _____
- EXHIBIT B.** **Fee Payment Schedule and Rates** _____
- EXHIBIT C.** **Insurance Reduction/Waiver** _____

IN WITNESS WHEREOF, the Parties have executed this Contract on the Effective Date.

TRANSPORTATION AUTHORITY OF MARIN:

CONSULTANT:

By: _____
Anne Richman, Executive Director

By: _____
Authorized Signature

Name (Print)

Title

Company Name

Federal Employer ID Number or SSN

EXHIBIT B – CALTRANS TRAVEL REIMBURSEMENT GUIDELINES

Below is information which is provided internally to state employees with minor adjustments to reduce confusion for non-represented employees. This is being provided due to the current inaccessibility of certain portions of the Caltrans website to outside parties. This should be considered as a guide and should not be used as a basis for a final decision or as a form of justification in a dispute. Should any questions or concerns arise, please contact your contract manager as early as possible. It is recommended that you reach out prior to anticipated purchases.

Consultants/Contractors Travel Policy

OVERVIEW

Reimbursement provisions are limited to the subsistence rates for excluded/non-represented employees. The guidelines outlined below reflect the most common expenses associated with travel. The department will reimburse non-state employee travel at the non-represented lodging and per diem rate unless otherwise identified under contract.

Questions regarding allowable expenses should be directed to the Caltrans contract manager.

No allowance or payment will be made for moving and relocation expenses. In addition, no allowance or payment will be made for any non-business related expenses, which includes in-state, out-of-state and out-of-country travel, or when returning home during the course of an assignment.

SHORT-TERM TRAVEL

When the following conditions are met, short-term lodging and meals may be allowed if travel is:

- No more than 30 calendar days (not paid per diem days)
- At least 50 miles away from consultant/contractor's headquarters and the permanent residence

NOTE: The consultant/contractor's return home for the weekends or non-business related travel, does not break up the continuity of the assignment.

Exceptions to these conditions must be approved by the Division of Accounting, Travel Policy Section, prior to travel. See [Exception Guidelines](#).

An itemized receipt is required for lodging reimbursement. The receipt must be pre-printed with the hotel name and address, include the consultant/contractor's name, and indicate charges as paid in full (zero balance).

SHORT-TERM LODGING RATES:

All Counties/Cities located in California (except as noted below):

- Actual lodging expense, supported by a receipt, up to \$90 per night, plus tax.
- Napa, Riverside, and Sacramento Counties:
 - Actual lodging expense, supported by a receipt, up to \$95 per night, plus tax.
- Los Angeles, Orange, and Ventura Counties and Edwards AFB, excluding the city of Santa Monica:
 - Actual lodging expense, supported by a receipt, up to \$120 per night, plus tax.
- Monterey, San Diego Counties:
 - Actual lodging expense, supported by a receipt, up to \$125 per night, plus tax.
- Alameda, San Mateo, and Santa Clara Counties:
 - Actual lodging expense, supported by a receipt, up to \$140 per night, plus tax.
- City of Santa Monica:
 - Actual lodging expense, supported by a receipt, up to \$150 per night, plus tax.
- San Francisco County:
 - Actual lodging expense, supported by a receipt, up to \$250 per night, plus tax.

SHORT-TERM MEAL, INCIDENTAL RATES AND REQUIREMENTS

Meals provided by the state when included in hotel expenses or conference fees, in transportation costs such as airline tickets, or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals.

Breakfast	Actual expense up to \$7.00.
Lunch	Actual expense up to \$11.00.
Dinner	Actual expense up to \$23.00.
Incidentals	Actual expense up to \$5.00.

DEPARTURE AND RETURN TIME REQUIREMENTS

In computing reimbursement for continuous short-term travel of 24 hours or more and less than 31 consecutive days, the employee will be reimbursed for actual meal and incidental costs up to the

Vehicle Miles Travelled (VMT) Reduction and Mobility Enhancement Toolkit Request for Proposals (RFP)

maximums allowed for each meal and incidental expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return as indicated below:

On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6:00 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11:00 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5:00 p.m.	Dinner may be claimed on the first day.

On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8:00 a.m.	Breakfast may be claimed.
Trip ends at or after 2:00 p.m.	Lunch may be claimed.
Trip ends at or after 7:00 p.m.	Dinner may be claimed.

TRAVEL LESS THAN 24 HOURS

Employees may not claim lunch or incidentals for one-day trips. When trips are less than 24 hours with no overnight stay, meals are reportable and taxable income. For continuous travel of less than 24 hours, employees may claim actual expenses for breakfast and/or dinner in accordance with the following time frames:

Trip begins at or before 6:00 am AND ends at or after 9:00 am	Breakfast may be claimed.
Trip begins at or before 4:00 p.m. AND ends at or after 7:00 p.m.	Dinner may be claimed.

TRANSPORTATION

Private Vehicle Mileage Reimbursement Rates

For those authorized to use their personal vehicle for official State business are:

Vehicle type	Effective 1/1/2019
Personal vehicle	58 cents per mile
Specialized vehicles	58 cents per mile
Private aircraft	\$1.26 per mile

Commercial Rental Cars

If authorized by the contract manager, a commercial rental car may be rented. Consultants/Contractors are not required to rent from the State of California's contracted vendors, however, reimbursement for a commercial rental car costs shall not exceed the rates paid to non-represented/excluded State employees. See [Commercial Car Rental](#) for more information.

OUT-OF-STATE TRAVEL

When authorized under the contract with Caltrans, short-term out-of-state travel will be reimbursed at the following rates:

- Actual lodging expenses supported by a receipt.
- Actual meals will be reimbursed up to the maximum rates for in-state travel.

When Out-of-state travel exceeds 30 days at one location, see [LTA](#) guidelines for rates and policy.

OUT-OF-COUNTRY TRAVEL

When authorized under the contract with Caltrans, short-term out-of-country travel will be reimbursed at the following rates.

- Actual lodging expenses supported by a receipt.
- Actual meals and incidentals in accordance with published Federal Government meal and incidental rates for foreign travel for the specific dates of travel.

Foreign per diem rates are available at the [U.S. Department of State's](#) web site. Per Diem rates for meals must be claimed in accordance with a breakdown of meal and incidental allowance, [Appendix B](#), by referring to the location of foreign travel.

Receipts are required to be submitted for meals and incidentals claimed in excess of \$24.99.

NOTE: Valid documentation for foreign currency exchange rates must be submitted with the invoice to substantiate expenses claimed. If unavailable, the [Foreign Exchange Currency Converter](#) may be used as adequate documentation.

When out-of-country travel exceeds 30 days at one location, see [LTA](#) guidelines for rates and policy.

LONG-TERM TRAVEL

A long-term assignment (LTA) is any assignment:

- Of 31 days or more in a single location.
- A minimum of 50 miles away from a consultant's or contractor's headquarters.

- A minimum of 50 miles away from a consultant's or contractor's primary residence.

A "single location" is defined as including a major metropolitan area, cities in the vicinity of one another, and locations that straddle country or state lines (within a 50 mile radius). These physical situations do not represent "different" locations.

Reimbursement for long-term meals and receipted lodging will be authorized when the consultant or contractor incurs expenses in a single location comparable to those arising from the use of commercial establishments catering to the long-term visitor. Commercial establishments are defined as, but are not limited to, apartments, rental homes and rooms, condominiums, and hotels that offer long-term amenities.

At the start of the assignment the Caltrans assigned contract manager for the consultant or contractor may authorize short-term per diem. Short-term per diem is limited to the time required to establish acceptable long-term accommodation or a maximum of 30 calendar days. Once long-term accommodation has been established, the consultant or contractor must claim long-term per diem.

Returning home for weekends or incidental short-term travel does not break the continuity of a long-term assignment.

To claim expenses for a long-term assignment, the following criteria must be met:

- The consultant or contractor's assignment must qualify as a long-term assignment as described in the Overview above.
- The consultant or contractor must complete and submit the "Long-Term Assignment Information and Certification of Subsistence Rates" Form FA1350 to his or her Caltrans assigned contract manager for approval. Contact the contract manager for a copy of the form.
- The Caltrans assigned contract manager must approve the FA1350.
- The consultant or contractor must continue to maintain a primary permanent residence that is occupied by his or her dependents or is maintained at a net expense to the consultant or contractor in excess of \$200.00 per month.

If no primary residence is maintained, per diem is one-half of the reimbursement normally allowed under the Daily Rate Method (see below).

LONG-TERM REIMBURSEMENT METHODS AND RATES

When a consultant or contractor incurs expenses in a single location in establishments catering to the long-term visitor, reimbursement may be made by one of the following methods:

- Daily Rate Method
- Rent and Utilities Method

Daily Rate Method:

- Actual cost up to \$24.00 for meals and incidentals and actual up to \$24.00 for daily receipted lodging for travel of 12 to 24 hours at the long-term location;

OR

- Actual cost up to \$12.00 for meals and incidentals or actual up to \$12.00 for daily receipted lodging for travel less than 12 hours at the long-term location.

Consultants or contractors who do not maintain a separate residence in the headquarters area may claim the following long-term per diem rates:

- Actual up to \$12.00 for meals and incidentals and actual up to \$12.00 for daily receipted lodging for travel of 12 to 24 hours at the long-term location; and
- Actual up to \$12.00 for meals and incidentals or actual up to \$12.00 for daily receipted lodging for travel less than 12 hours at the long-term location.

With approval of the Caltrans assigned contract manager, the reimbursement of long-term lodging under the Daily Rate Method may continue when the consultant or contractor is away from the long-term location on short-term business travel or other absence from that location. A short-term absence does not include returning home for the weekend.

When returning home on day(s) off, per diem terminates at the end of the work shift or at the end of the subsistence day proceeding the consultant's or contractor's day off. Per Diem resumes at the start of the shift when he or she returns to work.

Rent/Utilities:

- Reimbursement for actual expense substantiated by receipts, for lodging, water, sewer, gas and electricity, up to the maximum of \$1,130 per calendar month while on the long-term assignment.
- Actual expense up to \$10.00 for meals and incidentals for each period of 12 to 24 hours at the long-term location; and
- Actual expenses up to \$5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location.

When a contract or consultant rents an establishment for a partial month, the full monthly rent and utilities up to \$1,130 must be pro-rated.

With approval of the Caltrans assigned contract manager, the reimbursement of long-term lodging under the Rent and Utilities Method may continue when the consultant or contractor is away from the long-term location on short-term business travel or other absence from that location. A short-term absence does not include returning home for the weekend.

When returning home on a day(s) off, per diem terminates at the end of the work shift or at the end of the subsistence day proceeding the consultant's or contractor's day off. Per diem resumes at the start of the shift when he or she returns to work.

LONG-TERM ASSIGNMENT TRANSPORTATION EXPENSES

Reimbursement for transportation expenses will be allowed in the following instances:

- Between the consultant's or contractor's primary permanent residence and the LTA location at the start and end of the assignment.
- When the Caltrans assigned contract manager approves the consultant's or contractor's return to headquarters.
- When authorized, actual private car mileage up to 25 miles per day for travel between a consultant's or contractor's living accommodations at the LTA location, the LTA job site, and to obtain meals.
- With the contract manager's approval, in lieu of claiming per diem, private vehicle mileage may be reimbursed from the consultant's or contractor's primary residence or headquarters whichever is less.
- The approved FA1350 must indicate "Commute mileage in lieu of subsistence".
- Parking and tolls resulting from commuting to and from the LTA residence to the job site are not reimbursable.

TEC REIMBURSEMENT

An invoice or claim submitted for reimbursement of long-term travel expenses must include the following:

- A copy of the approved "Long-Term Assignment Information and Certification of Subsistence Rates" Form FA1350.
- The commercial lodging receipt when claimed as an expense. The receipt must be either preprinted or written and include the name, address, and phone number of the establishment, the 'to and from' dates of the stay, the amount paid, and the signature of the landlord or property manager. A copy of a canceled check or rental agreement does not meet the receipt requirement.
- Utility receipts when claimed as an expense must show the item as paid before reimbursement can be claimed. Noting the check number paid to the utility company on the bill does not meet the receipt requirement.
- LTA mileage and business miles to various job sites during the workday must be separated from mileage to and from the main job site and mileage to obtain meals.
- The receipt for airfare, rental car, or gas for a rental car when claimed as an expense.
- The receipt for train fare claimed when the expense exceeds \$24.99.
- The receipt for parking, taxi, shuttle, streetcar, local rapid transit, or toll claimed when the expense exceeds \$10.00.

Questions regarding invoices or reimbursement claims should be addressed to the Caltrans assigned contract manager.

RECEIPT REQUIREMENTS

Type of Expense	Receipt Required (YES)	No Receipt Required (NO)	Explanation
BUSINESS EXPENSES:			
Business phone calls, faxes, office supplies, etc	X		When over \$5.00
PER DIEM EXPENSES:			
Lodging (ALL types of lodging)	X		
Meals		X	
Out-of-Country Meals	X		When the cost exceeds \$24.99
TRANSPORTATION:			
Airfare	X		
Train	X		When the cost exceeds \$25.00
Gas for rental car and State vehicles	X		
Parking, taxis, shuttles, streetcars, local rapid transit, and road tolls	X		When the cost exceeds \$10.00
Rental Cars	X		

REIMBURSEMENT OF THIRD PARTY LODGING

To comply with the receipt requirements and receive reimbursement for appropriate lodging expenses, a traveler using a third party vendor must provide:

- A receipt from the third party vendor indicating the employee's name, hotel establishment providing the service, the check-in date, checkout date, itemized expenses incurred, and
- A receipt from the hotel that provided the service indicating the employee's name, check-in, and checkout dates.

The hotel receipt does not need to itemize the hotel rate or taxes to third party vendor.

There are no exceptions to the requirements listed above. A TEC for reimbursement of third party lodging without both of the required receipts will result in the rejection of the claimed expense.

EXCEPTIONS

Exceptions requests are reviewed on a case by case basis by the Division of Accounting, Travel Policy Section.

All requests must be made through the assigned contract manager. Once approved by the Division of Accounting, a memo will be forwarded to the contract manager. The memo must be attached to the invoice to substantiate the additional expense.

Upon the contract manager's approval, form should be faxed to the Division of Accounting, Travel Policy Section at (916) 227-9357 or mailed to the Division of Accounting, Travel Policy Section, Mail Station #25 at least 15 calendar days in advance or as soon as the circumstances are known.

REQUESTS TO EXTEND SHORT-TERM SUBSISTENCE RATE BEYOND 30 DAYS

Short-term per diem is only allowed for a maximum of 30 consecutive days (not paid per diem days). Exception requests to exceed 30 days short-term per diem must be in writing from the assigned contract manager. Upon the contract manager's approval, the memo should be faxed to the Division of Accounting, Travel Policy Section at (916) 227-9357 at least 10 days in advance or as soon as the circumstances are known.

The memo should include the following information:

- Name
- Reason(s) why it is necessary to extend short-term rate
- Dates covering the request
- Efforts that have been made to secure long-term (weekly/monthly) rates
- At least three quotes from establishments catering to the long-term visitor (apartments, houses, condos, etc)

REQUESTS TO EXCEED MAXIMUM LODGING RATE, EXCLUDING TAX

Every effort should be made to use moderately priced commercial establishments that cater to the general public (avoiding resort areas, luxury hotels, condos, beach houses, cabins, etc).

Those requesting an exception to exceed the maximum lodging rate should complete an [Excess Lodging Rate Requests](#).

EXCEPTIONS TO THE 50-MILE RULE

No per diem is allowed for travel less than 50 miles of a person's headquarters and/or primary residence. An exception may be granted when one or more of the following conditions are present:

1. Public safety concerns
2. Unavoidable hardships
3. Unusual circumstances

The request must include the following information:

1. Name and address of Consultant (or Contractor); and
2. Location of headquarters /exception sites; Car mileage between each of the following:
 - Home to headquarters (# of miles)
 - Headquarters to site (# of miles)
 - Home to site (#of miles)
 - Name and description of the event or work to be completed.
 - Justification

The exception does *not* cover the following scenarios:

- Attendance of mandatory meals
- Lunch for trips of less than 24 hours
- Meals or lodging at the headquarters or home location
- Meals that do not meet the time requirements outlined in the meals and incidental rates and requirements section
- Networking
- Traffic Congestion

Commercial Car Rental

• OVERVIEW

With prior approval, a non-represented employee may rent a commercial vehicle when automobile travel is essential. The rental vehicle is to be used only for official business, and to obtain meals and lodging while on travel status. The vehicle must be returned to the vendor immediately upon completion of state business.

Passengers who are not directly related to the project which necessitated the rental of said vehicle are not allowed in the vehicle. The state contract does not extend insurance coverage to unauthorized drivers, passengers, or for personal use.

Employees are *not* allowed to extend the rental period for personal use beyond the end of state business and reimburse the state afterwards.

• SHORT-TERM RENTAL VEHICLE

The commercial car rental contract has been established to meet the short-term travel needs of employees on official state business. The contract is intended for rental periods of 30 days or less.

SAMPLE VEHICLE CONTRACT RATES (Effective 3/1/2019)

Vehicle Type	Daily/Base Rate	Weekly Rate	Maximum Cap Daily
Compact	\$35.01	\$140.04	\$53.04
Intermediate	\$35.01	\$140.04	\$53.04
Full-Size	\$37.13	\$148.53	\$56.23
Hybrid Electric Vehicle	\$44.56	\$178.23	\$65.78
4WD/Sport Utility Vehicle	\$59.41	\$237.64	\$82.75
Mini Van	\$59.41	\$237.64	\$82.75
Pick-up Trucks	\$74.26	\$297.05	\$99.72
Zero Emission Vehicle	\$44.56	\$178.23	\$65.78

Target car rental rates. No vehicle above the “intermediate” size should be rented without consultation and prior approval of the project manager.

*The maximum cap rates offered must include all charges in addition to airport access fees, insurance, vehicle license fees, and State, City, and County or local surcharges that apply to the rental car industry as a whole and identified by airport. **Sales tax and fuel charges are not included in the rate.**

For more information, go to the [DGS Travel Program](#) website.

• LONG-TERM VEHICLE RENTAL OVER 30 DAYS

Long-Term vehicle rental refers to any fleet asset rented or leased over 30 consecutive calendar days or more than 4 consecutive weeks. The Long-Term Commercial Car Rental Contract is an efficient, cost-effective solution for long-term (for a minimum of 30 days) car and truck rental needs.

• PICKING UP A RENTAL VEHICLE

When picking up a rental vehicle, employees are required to provide a current driver’s license, and a second form of ID. Acceptable second forms of ID can be an employee issued ID badge, business card, a copy of a travel itinerary, or an authorization letter on a department letter head.

Verify the agreement states the correct rate per day before signing. It is very common for the rental agencies to provide an upgraded vehicle to the state employee with a reservation when no contract

vehicle is available. An upgraded vehicle provided at the company's discretion should be charged at the original reserved rate.

Examine the vehicle condition before accepting delivery and document any damages on the rental agreement.

- AUTHORIZED DRIVERS

The renter, and any persons authorized to operate vehicles under the contract agreement, must be properly licensed. This includes the renter and the renter's fellow employees, while acting within the scope of their employment duties. Employees who are 21 or older, if otherwise eligible, may rent and operate vehicles under the contract agreement when on official State business. Please contact your contract manager to confirm the eligibility of a driver between 21 and 25 prior to car rental.

- SUPPLEMENTAL INSURANCE

When the rental car contract includes insurance coverage for the authorized driver while on State business. Supplemental insurance is not necessary and should not be purchased when renting the vehicle.

- COUNTER BYPASS

NOT APPLICABLE:

- FORMS OF PAYMENT

NOT APPLICABLE:

- REFUELING VEHICLES

Employees are required to fill the rental car with gasoline with the same level of fuel it had when picked up prior to returning the car to the vendor. Employees will be reimbursed for this gas. Prepaid receipt is not considered an actual expense and does not meet the requirement from CalHR and SCO.

NOTE: If the gas tank is left unfilled when returning the vehicle, the employee must submit a justification (below). Without a justification, the employee will be held responsible for all fuel charges assessed by the vendor.

- UPGRADED VEHICLES AND NON-CONTRACT RENTALS

The following "exceptions" require a completed State Controller's Office (SCO) short-term justification approval form, signed by the employee's supervisor.

Vehicle Miles Travelled (VMT) Reduction and Mobility Enhancement Toolkit Request for Proposals (RFP)

- Renting a vehicle larger than the Intermediate size
- Renting a vehicle from a non-contracted vendor
- Employees needing physical or medical accommodations
- Refueling charges incurred at rental branches

The SCO short term justification approval form should be submitted to the Contract Manager. The rental receipt should accompany the short term justification form.

An employee who requires an upgraded vehicle must also provide justification to the Contract Manager. If no justification is provided, the employee may be required to pay any charges over the state contracted rate.

Non-contract rentals are not allowed, except in rare instances when a vehicle is not available from a contract vendor (example: Crescent City). In these cases, the employee must complete a [Short-Term Vehicle Justification Form](#). If approved, the employee will be limited to the state contract rate reimbursement. NOTE: The state does not provide insurance coverage and the employee is ultimately responsible for insuring the non-contract rental.

• SPECIALTY VEHICLES

Department of General Services (DGS) describes a specialty vehicle as large SUVs, 12-15 passenger vans, cargo vans, 3/4 ton trucks, box trucks, etc. To rent a specialty vehicle the employee must first contact the Contract Manager for approval.

• DROP CHARGES

For Short-Term domestic rentals, there will not be any one-way drop charge fees against the State of California when travel reservations have been made indicating point of pick-up and point of return. Reservations for a one-way drop must indicate location points.

• GPS DEVICES

Additional fees for the rental of a GPS device will not be reimbursed by the Department.