

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
(LAVTA)

REQUEST FOR PROPOSALS

FOR

**Individualized Marketing Services**

RFP# 2016-16

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
1362 Rutan Court, Suite 100  
Livermore, CA 94551

August 15, 2016

Key RFP Dates

<b>Date of Issuance:</b>	<b>August 15, 2016</b>	
<b>Written Questions/Request Due:</b>	<b>August 24, 2016</b>	<b>4:00 pm PDT</b>
<b>Responses to Questions/Requests Due:</b>	<b>August 26, 2016</b>	
<b>Proposals Due:</b>	<b>September 9, 2016</b>	<b>2:00 pm PDT</b>
<b>Presentations/Interviews (estimated)</b>	<b>September 16, 2016</b>	
<b>Contract Award (estimated):</b>	<b>October 3, 2016</b>	
<b>Contract Execution (estimated):</b>	<b>October 6, 2016</b>	

Contact Information:  
Beverly Adamo, Director of Administrative Services  
(925) 455-7555  
procurements@lavta.org

August 15, 2016

**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS  
Individualized Marketing Services**

**RFP #2016-16**

The Livermore Amador Valley Transit Authority (LAVTA), operator of the Wheels bus system, is accepting proposals from qualified firms for Individualized Marketing Services as defined in the Request for Proposal #2016-16.

This project shall include the furnishing of all labor and services as set forth in the Scope of Work section of the Request for Proposal (RFP).

All Questions and Requests for Clarification must be submitted in writing by **August 24, 2016 at 4:00 p.m. Proposals must be received in the LAVTA Administrative Offices by 2:00 p.m. on September 9, 2016. No proposals will be accepted after this time and date.** Any proposal or amendment to proposal received after the closing time will be returned unopened to the sender. No Proposer may withdraw its proposal for a period of one hundred twenty (120) days after the opening of proposals. Each Proposer will be notified of award of contract, if award is made. LAVTA reserves the right to reject any and all proposals, or to waive any irregularities or informalities in any proposal or in the proposal procedure, or to postpone the proposal opening for good cause.

Proposals shall be submitted to the following:

**Livermore Amador Valley Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551  
Attention: Beverly Adamo, Director of Administrative Services**

Full compliance with all Safety and Health Standards, Equal Employment Opportunity, and Americans with Disabilities Act laws and regulations will be required of the Proposer.

LAVTA intends for this procurement to be primarily conducted electronically via distribution on the procurement page of [www.wheelsbus.com](http://www.wheelsbus.com); however, upon request, copies of the RFP may be obtained by contacting LAVTA at (925) 455-7555.

*/s/ Beverly Adamo*

August 15, 2016

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Beverly Adamo  
Director of Administrative Services  
Livermore Amador Valley Transit Authority

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Date

SECTION I

INSTRUCTIONS TO PROPOSERS

## **1.0 INSTRUCTIONS TO PROPOSERS**

### **1.1 Examination of Proposal Documents**

The work to be performed under this contract consists of the furnishing of all labor, insurance, materials, and equipment necessary to perform the requirements specified in the Scope of Work. By submitting a proposal, Proposer represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Livermore Amador Valley Transit Authority's ("Authority" or "LAVTA") objectives.

### **1.2 Addenda**

Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Proposers shall acknowledge receipt of addenda in their proposals.

### **1.3 Authority Contact**

All questions and/or contacts with LAVTA staff regarding this RFP are to be directed to the Procurement Officer:

Beverly Adamo, Director of Administrative Services  
Livermore Amador Valley Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551  
Phone: (925) 455-7563

### **1.4 Pre-Proposal Conference**

N/A

### **1.5 Questions and Requests for Clarification**

Should a Proposer have questions concerning or require clarifications of this RFP, the Proposer shall notify the Authority in writing. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter, which will be posted on the agency's interactive website; [www.wheelsbus.com](http://www.wheelsbus.com).

#### **Submitting Request**

- (a) All questions and/or requests for clarification must be put in writing and must be received by the Authority no later than 4:00 p.m. on August 24, 2016.
- (b) Request for clarification, questions and comments must be clearly labeled, "Written Questions." The Authority is not responsible for failure to respond to a request that has not been labeled as such.

- (c) Any of the following methods of delivering written questions are acceptable as long as the questions are received no later than the date and time specified above:
- (1) U.S. Mail: Livermore Amador Valley Transit Authority, 1362 Rutan Court, Suite 100, Livermore, CA 94551.
  - (2) Personal Courier: Director of Administrative Services, 1362 Rutan Court, Suite 100, Livermore, CA 94551.
  - (3) Facsimile: The Authority's fax number is (925) 443-1375.
  - (4) E-Mail: [procurements@lavta.org](mailto:procurements@lavta.org).

### **1.6 Authority Responses**

Responses from the Authority will be posted on the Authority's website, [www.wheelsbus.com](http://www.wheelsbus.com) by August 26, 2016. LAVTA reserves the right to postpone this deadline for its own convenience.

### **1.7 Submission of Proposals**

- (a) Date and Time - Proposals must be received in the LAVTA Administrative Offices at or before 2:00 p.m. on September 9, 2016. Proposals received after the above-specified date and time will be returned to Proposers unopened.
- (b) Address - Proposals shall be submitted to the following:

**Livermore Amador Valley Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551  
Attn: Beverly Adamo, Director of Administrative Services**

### **1.8 Identification of Proposals**

Proposer shall submit five (5) originals AND one (1) electronic version of its proposal on a CD or USB drive in a sealed box addressed as shown above, bearing the Proposer's name and address and clearly marked as follows:

**"Individualized Marketing Services Proposal, RFP 2016-16"**

### **1.9 Acceptance of Proposals**

- (a) The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals or proposal procedures.
- (b) The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Proposer responding to this RFP.

- (c) The Authority reserves the right to postpone proposal openings for its own convenience.
- (d) The Authority reserves the right to request additional information to clarify any proposal.

### **1.10 Pre-Contractual Expenses**

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Proposer in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the Authority;
3. Preparing and interviewing for the solicitation;
4. Giving a demonstration to the Authority;
5. Negotiating with the Authority on any matter related to this proposal; or
6. Any other expenses incurred by Proposer prior to date of award, if any of the Agreement.

### **1.11 Joint Offers**

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm rather than with multiple firms doing business as a joint venture.

### **1.12 Protest Procedures**

Protests based upon the content of this Request for Proposals shall be filed in writing with Michael Tree, LAVTA Executive Director, within five (5) calendar days after the Request for Proposals is first advertised. The protest must clearly specify in writing the grounds and evidence on which the protest is based. LAVTA shall issue a written decision on the protest prior to the opening of proposals.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to bid opening, such as disputes over the staff recommendation for contract award, shall be submitted in writing to Executive Director within forty-eight (48) hours from receipt of the notice advising of the staff's recommendation for award of contract.

The protest must clearly specify in writing the name and address of the protestor, the project related to which the protest is made, and the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence not previously set forth in written submissions that reasonably could have been raised, LAVTA will not consider such new grounds or evidence in the determination on the protest. Staff shall analyze the protest and respond with a written determination. Protesters shall have an opportunity to appear and be heard before the board prior to final award of the contract.

Copies of the complete proposal protest procedure are available at the office of the Authority.

### **1.13 Contract Type**

Following the completion of all contractual requirements, the Contractor shall provide the services within the approved scope, schedule and price as set forth in the Agreement. (See Appendix B - Sample Agreement).

SECTION II

SCOPE OF WORK



**SCOPE OF WORK**  
**INDIVIDUALIZED MARKETING SERVICES**

**1. INTRODUCTION**

**1.1. Request for Proposals**

The Livermore Amador Valley Transit Authority (LAVTA) seeks the turnkey services of a qualified firm capable of providing individualized marketing and custom community outreach/event services.

LAVTA will utilize the “Best Value” method of procurement, in conformance with applicable procurement guidelines.

**1.2. Scope of Work**

Background

LAVTA, operator of the popular *Wheels* bus system, provides fixed route, school tripper service, commuter express and Dial-A-Ride paratransit service to ADA eligible citizens in the cities of Dublin, Livermore, Pleasanton and adjacent unincorporated areas of Alameda County.

Federal, State and local sources provide funding for the system. The seven-member LAVTA Board of Directors is responsible for the development of policy and oversight of LAVTA’s services and programs.

The Executive Director oversees the operation of the transit system in accordance with the policy direction prescribed by the Board of Directors and is responsible for the overall administration of the fixed route and paratransit system. At present, a staff of fourteen (14) employees supports the Executive Director. Consultants are retained as needed to provide specialized planning, marketing and technical assistance.

After experiencing several years of declining ridership the Wheels Board of Directors worked closely with the public to redesign the bus system to include direct, easy-to-use and frequent bus routes to key destinations. The changes to the bus system will be implemented on August 13, 2016. The routes are expected to increase both choice, dependent and all-purpose ridership. Major destinations that will have improved service include the BART stations in Pleasanton/Dublin and Las Positas College.

LAVTA seeks to follow the implementation of the Wheels bus system redesign with expert marketing in two targeted areas to significantly increase ridership. These two target areas of the bus system feature Wheels’ premium bus service, known as Rapid service, with 15-minute all day bus frequency and expanded hours of operation. These areas have direct service to BART stations that is comparable in time of travel and expense (round trip bus fare is \$3 and parking at BART station is \$3) to the private automobile, while providing the typical advantages of using Rapid bus service (relax in

congested traffic, no time and anxiety spent to find parking, etc.). Significantly, the two target areas have population densities and complete streets that offer opportunity for greater public transit and active transportation usage.

As such, LAVTA is inviting proposals to provide specialized marketing to the first target area in year one, known as the Santa Rita Road Project. The project area is nearly three miles in length and is found in the City of Pleasanton. It begins on the southern terminus at the intersection of Stanley Blvd and Santa Rita Road and continues on Stanley to Owens Blvd (via Las Positas Road) and into the BART station. The corridor is a key corridor in Pleasanton and is located between the downtown area and the East Dublin/Pleasanton BART station. Within the corridor, and a five-minute or less walk to new Rapid bus service, are 6,500 households, many of which live in areas of high-density housing. Additionally, a high school, areas of commercial and retail, the Hacienda Business Park featuring a major hospital and dozens of medium and larger professional businesses, and the popular BART station are found in the corridor. Recent surveys show that 52% of the area's residents work outside of the Tri-Valley, with approximately 15% taking the popular BART rail system.

A challenge to overcome in the first target area is the amount of single-family residential homes (approximately .6 miles of the overall 2.9 miles stretch) that are located on meandering streets, complete with cul-de-sacs, many of which are behind a wall that separates the homes from Santa Rita Road with limited access points.

Year two will be an option to the contract, and will feature specialized marketing to the second target area known as the Dublin Blvd Project. The eastern end of the project area begins at the intersection of Fallon and Dublin Blvd and moves west to end at the intersection of Hacienda and Dublin Blvd. This corridor is approximately two miles in length and also features 6,500 households within a five-minute walk to Rapid bus service. Dublin Blvd is a key corridor in the City of Dublin and this project area features newer developments and more density than the Santa Rita Road Project. The main destination is the East Dublin/Pleasanton BART station that is located just west of the project area. Additionally, popular retail and a large professional business center (SAP and the headquarters for Ross stores) are located at the western end of the project area.

Moving beyond year two, Wheels anticipates continuing specialized marketing through contract to these and other target areas within the Wheels bus system.

The main goal sought with the specialized marketing is to significantly increase ridership in each of the target areas by 15% or 20,000 rides a year. It is anticipated that the most productive marketing to the two targeted project areas will be a form of individualized marketing, such as the SmartTrips Program in both Portland and Eugene, Oregon. See Exhibit 1 of this RFP for the SmartTrips Green Line Final Report, which is an example of a successful SmartTrips program. Providing residents in the target areas information on travel options is likely to create higher transit ridership for a variety of reasons than simply focusing exclusively on marketing transit itself. However, LAVTA is open to receiving proposals that vary from the SmartTrips programs mentioned above and outline in the remainder of this Scope of Work if the proposal would generate higher levels of sustained transit ridership. These proposals should be proven and invite a high level of confidence in projected results.

Notwithstanding the option of proposers to present a more innovative and productive marketing plan for the two project areas, the following are basic elements of a marketing plan that LAVTA would expect within a successful turn-key individualized marketing effort:

### Program Elements

#### ***Project Planning***

Contractor will plan, develop and execute individualized marketing efforts that garner the support of the local community and business partners. The LAVTA marketing and communications team will approve all activities set forth in this section prior to execution.

With input from the LAVTA team, the contractor will provide design and create professionally developed materials to use when notifying political leadership of the individualized marketing efforts, requesting time on relevant community organizations' agendas to review the program with their constituents and to garner ideas and input.

Contractor will conduct pre- and post-program surveys in both the target area and to participants in the program (those that requested materials and/or participated in the events). Performance measurements allow policy makers to demonstrate the efficacy of the program for future funding and partnership opportunities.

Contractor will provide intensive program planning and material design and production between October 2016 and March 2017. All materials and incentives should be ready for delivery by contractor to residents beginning the first week in April 2017.

#### ***Community Outreach and Partnerships***

All residents in the area will be contacted at least five times during the yearlong campaign. Each segment of the population will be reached with different strategies with transportation options messages. The business outreach by contractor will assist area businesses with transportation options information to their employees.

Opinion leaders in the community for the most part should be enthusiastically supportive. To reinforce support and inform these key community leaders, the contractor is responsible for preparing collateral such as newsletters, quarterly publications, and relevant website content that highlights regular updates on the program and results.

Key partners in the program will include City of Pleasanton, County of Alameda, Bike East Bay, and major businesses within the target area. Other partners include the many additional businesses that should participate by offering discount coupons or in-kind donations to individualized marketing participants.

#### ***Project Descriptions and Evaluations***

Contractor shall invite every household and selected businesses to participate through mailers, media stories and at neighborhood outreach events. Households interested in learning more or attending events should be able to order mode-specific information from the contractor, read newsletters, or attend any of the walks, bike and transit rides, workshops, clinics and outreach events in their neighborhood. The following are major programs that comprise the individualized marketing of the target areas:

*Individualized Marketing Residential Order Form-* To inform residents about the various projects, the contractor will send each household a mailer from the LAVTA Executive Director or LAVTA Board Chair introducing the program to the residents. This will be coupled with an order form with a menu of materials to pick and choose regarding transportation options. The mailer addresses each transportation mode and offers helpful materials for each transportation option and project within the program. Examples of materials that could be ordered include bicycle kits, walking kits, transit kits, ridesharing kits and calendars and event information. The order form should be translated into Spanish and included on the English order form as an added flap. The Spanish section of the form should list those items available in Spanish.

From November 2016 to March 2017 contractor will develop and order all materials and incentives. This includes soliciting area businesses for coupon book inclusion, identifying walk and ride start locations and routes, workshop and clinic topics and locations and compiling incentives, information and maps that residents can order. Contractor will create the LAVTA materials to be used for the packet, including, but not limited to transit tracker cards that identify the two to four closest bus stops to the resident ordering the materials, information on the LAVTA phone app (to be delivered to agency in January 2017) and how to track buses in real time, and appropriate transit schedules with an easy guide on how to read the schedule.

Contractor will design, print, compile, assemble, and stock all materials in the production center ready for delivery by April. Contractor can use space at LAVTA facilities in Livermore for the production center.

Consultant will mail order forms in batches beginning in April so that orders can be delivered promptly after receiving the order. Residents should receive their materials in a waterproof vinyl tote bag with an attached paper luggage tag with their name and address.

Speed, efficiency and professional materials included in the program are central to making the program a success. A packet delivered six weeks after it's ordered is too late. Contractor is responsible for delivery of the packets to residents by way of bicycle or another transportation option format such as walking or bus. When the delivery attempts are unsuccessful, contractor contacts the resident by their email or phone to arrange delivery. When these methods are unsuccessful, contractor will mail the packets.

To ensure prompt delivery the target areas should be divided into sectors and the order form mailed in batches, making possible a two-week delivery turnaround time for most requests. To increase participation, a reminder postcard will be sent to households five weeks after the initial order form mailing. An online order form will also be developed, as past programs have seen as many as 40% to 50% of all orders online.

Of the 6,500 households in the project area, the goal is to have 10% or 650 households order materials.

Contractor will mail five newsletters over the course of the program. The newsletters will provide information on traffic safety, program projects, a calendar of events and other useful resources. The first three newsletters are sent to all households in the

target area. Subsequent issues are sent to residents via e-mail who had expressed interest by returning the order form or attending an event.

*Walking/Bicycling/Transit Map-* This specialized map will be produced by the contractor and include the entire target area with walking paths, trails, bicycle lanes, bus routes and stops, BART station, schools, community centers, parks, areas of historical significance and other points of interest identified. The map should also contain resource information and a list of other publication and information on walking clubs, bicycling organizations and transportation options safety tips. All households ordering materials should receive this map, with the map also being distributed at all neighborhood events in the program.

*Walking Campaign Kit-*The walking and cycling campaign and order kit have the potential to be very popular. The kit should include, but not be limited to quality, relevant swag, a walking campaign coupon book with savings at local businesses within the project area, the map, and calendar with guided walks schedule that could include short walks in the target area to key destinations. A few of those walks should include a short trip on the Rapid to destinations within the target area.

*Cycling Campaign Kit-*The goal of the cycling campaign is to encourage new and existing bicycle riders to use their bicycles for more trips and new trip purposes. To help residents overcome barriers to cycling, the program should include, but not be limited to, an order kit that should include quality, relevant swag, coupons for business in the target area, the map, and calendar. The campaign should include planned cycle rides and workshops, clinics, bicycle helmet distribution, bicycle light distribution and individualized bike route planning. As with the walking campaign, organized bike rides can include short trips on the Rapid as part of the trip process (on weekends Rapid buses are often underutilized and bikes are allowed on buses if insufficient space is available on the bike racks).

*Transit Campaign Kit-*Much like the walking and cycling campaign, the transit campaign would include a transit kit, complete with quality, relevant swag, coupons for businesses in the target area, map and calendar. The kit should also contain a transit tracker card, info on LAVTA's new phone app and how to track a bus in real time, a bus pass and offers for personalized travel training on the Rapid and other public transit opportunities. Personalized travel training will be supplied by the contractor.

*Business Campaign-*The business campaign is the outreach component of the individualized marketing program that promotes transportation options for employers, commuters, and shoppers. The contractor will partner with businesses in the target area to encourage neighbors to walk, bicycle, take transit or rideshare to local shops. The business campaign tool kits planned and produced by the Contractor should include a suite of free transportation resources, including a bike rack installation guide, employee commute options kits, bike/walk/transit map, information on tax credit programs, etc.

The consultant will use direct mail to make initial contact with employers. Consultant will then send a brochure with postage-paid, tear-off order form to the business mailing addresses in the target area. Quality, relevant incentives should be offered to encourage employers to return the order form. Finally consultant will attend business association meetings in the target area to present about the program and will make

door-to-door contact in each of the target areas business corridors to offer free resources.

*Events Campaign*-Consultant shall provide a professionally developed event table and knowledgeable staff for program events. Individualized marketing information should be provided at the events, as well as other transportation materials including maps, fact sheets, brochures and updates on transportation projects in the Tri-Valley.

*Individualized Marketing Events Calendar*-To pull all the programs together, an events calendar will be created by the consultant, with dates, times, start locations and a location map for all individualized marketing program walks, strolls, rides, clinics, workshops and kick-off events. Each month highlights a different program. Calendar should be made available in all kits, at community events, and online.

*Individualized Marketing Web, Email and Social Media Communications*-Consultant will provide a web slider and dedicated web page on the Wheels website for the individualized marketing program. Additionally, consultant will provide a robust online, social media presence to promote the program and enhance the LAVTA reputation and culture on platforms such as a blog, Facebook, Instagram, SnapChat, Twitter, etc.. All program events, including rides, clinics, classes, walks, etc. are to be posted to both the calendar and online calendar of events.

***Performance Measurement and Results***

The consultant shall conduct both before and after professional surveys in the target area. Additionally, specific program participant households will receive a before and after professional survey.

The pre- and post-program report shall show the relative decrease in drive alone trips and the relative decrease in all driving trips, as well as increases in the usage of transportation options. Additionally, a report shall be created that measures results and reports on impacts (see Exhibit 1 SmartTrips Green Line Final Report - Appendix A for an example of the level of measurement tools and results expected to be reported through this project).

***Staffing and Program Budget***

The consultant will provide a turnkey proposal and project budget, including all manpower and product necessary to professionally organize and conduct the individualized marketing program, including trained travel options ambassadors and volunteers for events. LAVTA will provide a marketing manager for guidance and approvals.

The project budget is \$20 per household in the individualized marketing area. Thus, in the first two target areas of 6,500 households, LAVTA has a project budget of \$130,000, with a 15% contingency.

**2.0 ADDITIONAL REQUIREMENTS**

**2.1 Insurance**

The insurance requirements specified in this section shall apply to Consultant and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Consultant authorizes to

work under this Agreement (hereinafter collectively referred to as “Agents”). Consultant and all Agents are required to procure and maintain at their sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. To the extent that any Agent does not procure and maintain such insurance coverage, Consultant shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Consultant’s indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event Consultant or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the Consultant’s insurance be primary without any right of contribution from the Authority. Prior to beginning work under this contract, Consultant shall provide the Authority with satisfactory evidence of compliance with the insurance requirements of this section.

**A. Minimum Types and Scope of Insurance**

**1.) Workers’ Compensation and Employers’ Liability Insurance**

- a. Workers’ Compensation with Statutory Limits, as required by Section 3700 et seq of the California Labor Code, or any subsequent amendments or successor acts thereto governing the liability of employers to their employees.
- b. Employers’ Liability coverage with minimum limits of \$1 million.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
  - Waiver of Subrogation.

**2.) Commercial General Liability Insurance**

Commercial General Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least \$1 million per occurrence or claim and a general aggregate limit of at least \$2 million. Such insurance shall cover all of Consultant’s operations both at and away from the project site.

- a. This insurance shall include coverage for, but not be limited to:
  - Premises and operations.
  - Products and completed operations.
  - Contractual liability.
  - Personal injury.
  - Advertising injury.
  - Explosion, collapse, and underground coverage (xcu).
  - Broad form property damage.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Cross Liability or Severability of Interests Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

**3.) Business Automobile Liability Insurance**

Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1 million per occurrence.

- a. This insurance shall include coverage for, but not be limited to:
  - All Owned vehicles.
  - Non-owned vehicles.
  - Hired or rental vehicles.
- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
  - Additional Insured.
  - Primary and Non-Contributory wording.
  - Waiver of Subrogation.

**4.) Professional Liability Insurance**

The Consultant, at its own cost and expense, shall maintain professional liability insurance for the period covered by the Agreement, and two years following completion of the contract in an amount not less than \$1,000,000 covering errors and omissions in the services of the Consultant performs under the Agreement. The policy limits of this professional liability insurance policy shall apply separately to the Agreement.

**B. ENDORSEMENTS**

**1.) Additional Insured**

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Livermore Amador Valley Transit Authority and its directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

**2.) Waiver of Subrogation**

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Livermore Amador Valley Transit Authority and its officers, directors, employees, volunteers and



agents while acting in such capacity, and their successors and assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

**3.) Primary Insurance**

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the Livermore Amador Valley Transit Authority.

**4.) Severability of Interests or Cross Liability**

The referenced policies and any Excess or Umbrella policies shall contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the Livermore Amador Valley Transit Authority as an Additional Insured shall not in any way affect Authority's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the Consultant. Said policy shall protect Consultant and the Livermore Amador Valley Transit Authority in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

**C. EVIDENCE OF INSURANCE**

**All Coverages**

Prior to commencing work or entering onto the Property, Consultant shall provide the Director, Contracts and Procurement of the Authority with a certificate evidencing coverage, and upon request, a certified duplicate original of the policy. The certificate shall also show that the Consultant's policy(ies) will not be cancelled or coverage altered without 30 days prior written notice to the Authority's Executive Director.

**D. GENERAL PROVISIONS**

**1.) Notice of Cancellation**

The policies shall provide that the Consultant's policies will not be cancelled or have limits reduced or coverage altered without 30 days prior written notice to the Authority's Executive Director.

**2.) Acceptable Insurers**

All policies will be issued by insurers acceptable to the Authority (generally with a Best's Rating of A- 10 or better).

**3.) Self-insurance**

Upon evidence of financial capacity satisfactory to the Authority and

Consultant's agreement to waive subrogation against the Authority respecting any and all claims that may arise, Consultant's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance.

**4.) Failure to Maintain Insurance**

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of Consultant's personnel and equipment have been removed from the Authority property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

**5.) Claims Made Coverage**

If any insurance specified above shall be provided on a claim-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Consultant's start of work (including subsequent policies purchased as renewals or replacements).
- b. Consultant shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all named insureds.
- c. If insurance is terminated for any reason, Consultant agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**6.) Deductibles and Retentions**

Consultant shall be responsible for payment of any deductible or retention on Consultant's policies without right of contribution from the Authority.

In the event that the policy of the Consultant or any subcontractor contains a deductible or self-insured retention, and in the event that LAVTA seeks coverage under such policy as an additional insured, Consultant shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of Consultant, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if Consultant or subcontractor is not a named defendant in the lawsuit.

**2.2 Confidentiality**

The California Public Records Act (California Government Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between Authority and the proposer shall be available to the public.

If the proposer believes any communication contains trade secrets or other proprietary information that the proposer believes would cause substantial injury to the proposer's competitive position if disclosed, the proposer shall request that Authority withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The proposer may not designate its entire proposal or bid as confidential. Additionally, proposer may not designate its cost proposal or any required bid forms or certifications as confidential.

If proposer requests that Authority withhold from disclosure information identified as confidential, and Authority complies with the proposer's request, proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless Authority from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all costs and expenses related to the withholding of proposer information.

Proposer shall not make a claim, sue or maintain any legal action against Authority or its directors, officers, employees or agents in connection with the withholding from disclosure of proposer information.

If proposer does not request that Authority withhold from disclosure information identified as confidential, Authority shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to Authority.

### **2.3 Conflict of Interest**

Proposer represents and warrants that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under the Agreement. Proposer shall promptly disclose any actual or potential conflict of interest to Authority as soon as proposer becomes aware of such conflict. Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of the Agreement. Violation of this provision may result in the Agreement being deemed void and unenforceable.

No member, officer or employee of the Authority or of any of its member jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds therefrom.

SECTION III

PROPOSAL CONTENT

## **1.0 PROPOSAL CONTENT**

### **1.1 Format**

The intent of this RFP is to encourage responses that clearly communicate the proposer's understanding of the scope of work and the proposer's proposed approach to meet LAVTA's requirement for this comprehensive operational analysis.

Proposals should be limited to specific discussion of the elements outlined in this RFP. Responders are encouraged to avoid submissions that are poorly organized or in which important information is obscured by unnecessary promotional material. Short, succinct, and clear submittals are less likely to be marked down due to uncertainty as to meaning or misinterpretation. The Evaluation Committee will assume the most unfavorable interpretation when information is unclear, ambiguous, or missing. Responders are encouraged to submit proposals that best address the evaluation criteria and objectives outlined in Section IV, Evaluation and Award, subsection 1.1.

The organization of the proposal should follow the general outline below. The Technical Proposal section should not exceed 10 pages excluding any appendices.

Respondent's proposal shall include the following items in the following sequence:

### **1.2 Cover Form**

The signed cover form, provided in Appendix A, contains the following:

- a) Date submitted and complete name and address of person who will receive correspondence and who is authorized to make decisions or represent the Proposer and contractually bind the firm. This person shall also sign the Price Proposal Form. Identification shall include legal name of company, corporate address, telephone and fax number and contact person during period of proposal evaluation.
- b) An understanding of the conditions under which the proposal is offered.
- c) Acknowledgement of receipt of all RFP addenda, if any. A statement to the effect that the proposal shall remain valid for a period of not less than one hundred twenty (120) days from the date of submittal.
- d) An understanding that LAVTA reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of LAVTA.

- e) A statement that Proposer is prepared to sign the Sample Agreement without alterations or exceptions or whether it is requesting modifications to the Sample Agreement and/or any requirements of this RFP. Proposers shall not just attach their own sample agreements as exceptions to LAVTA's Sample Agreement, but instead must include interlineated exceptions to LAVTA's Sample Agreement.
- f) A statement confirming the commitment of adequate resources to meet LAVTA's quality and schedule expectations.
- g) Signature of a person authorized to bind Proposer to the terms of the proposal.

### **1.3 Evidence of Ability to Provide Insurance**

Provide evidence in the form of a certificate of insurance or letter from Proposer's broker/agent that verifies the firm is able to meet the minimum insurance requirements as detailed in Section II – Scope of Work, subsection 2.1 including, workers' compensation insurance, commercial general liability insurance, automobile liability insurance and professional liability insurance.

### **1.4 Proposer's Qualifications, Experience and References**

The following information shall be included:

- a) A brief description of the Proposer's qualifications for performing graphic design services, including the organization, size and years in business. This should also include the nature and scope of the firm's experience representing governmental agencies.
- b) Experience – This section should contain a concise description of the proposer's background and experience in graphic design services for transit or other public agencies, said services similar to those outlined in the Scope of Work, listing at least three agencies within the last three years (not including LAVTA). The information submitted should include:
  - Name, address, and telephone number of the responsible official of the organization
  - Reference Agency Website links
  - Cost of the contract
  - Dates services encompass
  - Services provided
  - The status of the contract
- c) Resumes of Key Personnel – this section should contain resumes for key personnel identified as being assigned to the LAVTA contract. The resumes should feature all job experience at least the past three years, and membership and certifications pertinent to providing the services as defined in the Scope of Work.
- d) Financial stability and history of the Proposer - Provide a statement of your firm's financial strength, stability, capacity, and resources. Company official

reports and other similar materials (balance sheet and income statements, with 3-year summary history) should be provided. Provide information about the history of the firm, demonstrating viability of the firm.

- Identify any past (within last 3 years) or pending litigation against the Proposer alleging failure to perform in accordance with contractual obligations, and describe present status. If there is no such litigation, this must be explicitly stated.
- List any projects, which have resulted in time extensions and/or the assessment of liquidated damages against any member of the project team during the last five (5) years.
- Disclosure of potential conflicts of interest with other clients of the firm.

### **1.5 Technical Proposal**

Individualized Marketing Services- The following shall be included as a description of the proposed services to be provided by the Proposer under this contract:

- a) A complete staffing plan that addresses the Scope of Work as defined in this RFP.
  - a. Additionally, LAVTA recommends including alternative ideas that better accomplish the goals of the SOW. If additional ideas are presented in lieu of the marketing tactics that were outlined in the Scope of Work, please highlight the rationale and expected marketing lift.
- b) Conformance to the terms of the requirements of the RFP – The Proposer should describe if they can meet all the requirements of the RFP. Any deviation with the RFP requirements should be clearly identified and described. Failure to specify any exceptions or objection to the requirements, and terms and conditions of this RFP will constitute acceptance of LAVTA's requirements.
- c) Identification of any parts of the proposal the proposer considers proprietary or confidential and a written justification for the claim.

### **1.6 Price Proposal**

The Proposer shall use the Price Proposal Form provided in Appendix A. The price proposal shall include everything necessary for the completion of and fulfillment of the contract including, but not limited to, materials, equipment, and all management, superintendence, labor and services and all applicable federal, state, and local taxes.

### **1.7 Supporting Documentation (No Page Limit)**

Proposals may include other material that may assist in evaluating the Proposal. Supporting documentation should be relevant and brief.

**1.8 Completed Required Forms (Provided in Appendix A)**

- Proposal Cover Form
- Price Proposal
- Certification Regarding Worker Compensation
- Fair Employment Practice Certification
- Certification Concerning Control of Employees

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the products herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE ITEMS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**



SECTION IV  
EVALUATION AND AWARD

## 1.0 EVALUATION AND AWARD

### 1.1 Evaluation Criteria

The Authority will evaluate the Proposals received based on the following criteria:

Criteria	Scoring
Complete and thorough conformance with the terms and requirements of this RFP (In your submittal, state if you have any exceptions to the requirements.)	Pass/Fail
Vendor has successfully implemented previous individualized marketing program	40
Vendor has addressed all SOW deliverables clearly and provided examples	20
Vendor has provided additional ideas or a different approach that align with criteria and objectives	15
Vendor has copious internal resources dedicated to custom marketing materials and outreach efforts	10
Price	15
Total Points	100 points

### 1.2 Evaluation Procedure

To be considered for evaluation, all proposals must be responsive to this Request for Proposals with respect to required submissions and must be compliant with all provisions as documented. LAVTA may reject as nonresponsive any proposal not meeting the requirements of this RFP.

An Evaluation Committee shall be comprised of LAVTA staff, and may include outside personnel. The Committee members will evaluate the written proposals using the criteria identified in Section 1.1 above.

Firms submitting a proposal to this RFP may be required to give a demonstration and presentation of their proposal to LAVTA. This presentation may provide an opportunity for the firms to clarify or elaborate on the proposal but will in no way change the original submission.

Engagement staff shall be present at the oral presentation. LAVTA's request for an oral presentation shall not constitute acceptance of a proposal.

After evaluating proposals based upon the criteria above, the Evaluation Committee will develop a list of top-ranked proposals within a competitive range, based upon the totals of each Committee members' score for each proposal. At this time, proposers may be asked to submit a Revised Proposal. In a request for Revised Proposals, firms may be asked to provide additional information, confirm or clarify issues and submit a final price offer. A deadline for submission

will be stipulated. LAVTA may, in its sole discretion, choose not to require a Revised Proposal, so proposers should submit their best proposal in the initial response.

### **1.3 Award**

The Authority may negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the Authority. LAVTA reserves the right to determine the best value to the Authority through this competitive process using highest weighted score analysis technique.

Negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

### **1.4 Notification of Award**

Proposers who submit a proposal in response to this RFP shall be notified by mail regarding LAVTA's intent to award the contract.

# SmartTrips Green Line Final Report



December 2010



City of Portland  
Bureau of Transportation  
1120 SW 5th Avenue, 8th floor  
Portland OR 97204  
[www.GettingAroundPortland.org](http://www.GettingAroundPortland.org)



## SmartTrips Accolades

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- ★ *Only in Portland Oregon! Thank you very much for keeping our city so special.*
- ★ *Lots of great resources available here! I'm especially excited to see continued development of coupons by businesses who encourage patrons to bike in and save \$. Good incentive!*
- ★ *This is great. I've wanted to get to work on bike/bus but didn't know how or where to start!*
- ★ *This is a fantastic resource. We are starting a walking club at my church and this will provide some great resources. Thanks!*
- ★ *Thank you! We really look forward to supporting our local businesses in the Short Tripper.*
- ★ *This seems like a great program. Extremely convenient to be able to order online.... plus I love that the materials are delivered by bike!! Thanks*
- ★ *We just want to thank you for providing these exciting materials...my family has been wanting to go on more bike rides and walks...thank you thank you thank you!!!!*
- ★ *Thank you! This is great information at a great price! My tax dollars @ work!! :)*
- ★ *I love this new program. More exercise and less traffic!*

## Project Team

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### **City of Portland Bureau of Transportation, Options Division**

Linda Ginenthal, SmartTrips Program Manager

Marni Glick, Options Division Manager

Danielle Booth - SmartTrips Production Center and Outreach Events

Dan Bower, Performance Measurement

Rich Cassidy, Ten Toe Express Walking Campaign

Scott Cohen, SmartTrips Business and Evaluations

Timo Forsberg, Portland By Cycle Rides

Donna Green, Senior Strolls

Steve Hoyt-McBeth, SmartTrips Business

Caitlin McCollum, Options Administrative Support

Janis McDonald, Women on Bike

Andrew Pelsma - SmartTrips Production Center and Outreach Events

Barbara Plummer, SmartTrips Newsletter

Jeff Smith, Portland By Cycle Workshops

Abra Star McNair - SmartTrips Production Center and Outreach Events

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# SMARTTRIPS GREEN LINE FINAL REPORT

Thirty-three thousand East Portlanders did their part to decrease their neighborhood traffic and pollution and increase their neighborhood's livability. More people are out walking, riding their bicycles, taking transit, carpooling and car sharing than ever before – because of SmartTrips Green Line.



SmartTrips is in its eighth year working with Portland residents to encourage more people to get around by walking, bicycling, riding transit, carpooling, car sharing, combining trips and reducing their need to drive for their everyday trips. Through a combination of materials, maps, events, activities and personalized information, SmartTrips Green Line showed the same or better results than have been seen in all other SmartTrips projects in Portland. Residents reduced their drive-alone trips by 18.4% and increased their environmentally-friendly modes by 30.4%. More people are choosing healthier, more convenient, and safer ways to get where they are going.

Approximately 25% of those in the target area, or 8,200 SmartTrips Green Line households, either ordered materials or participated in at least one of 95 Transportation Options events including OptionsMobile tabling events. Three thousand four hundred and thirty nine of these households' names and addresses were captured in our SmartTrips database for continued communications. Over 189 area businesses also joined on to promote transportation options to their employees and customers too. About 900 unsolicited positive comments by area residents showed that the program not only garnered the desired mode-shift changes but fostered a positive attitude toward the work that the City of Portland is doing to make their communities a better place to live.

## SmartTrips Background

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Portland SmartTrips is a comprehensive approach to reduce drive-alone trips and increase walking, biking transit and carpool trips in targeted geographic areas of the city. It incorporates an innovative and highly effective individualized marketing methodology which, via bike delivery, distributes packets of information to residents who wish to learn more about all their transportation options. Key components feature biking and walking maps and organized activities which help people discover how many trips they can easily, conveniently and safely make without using a car. Success is

tracked by evaluating qualitative and quantitative results from surveys and other performance measures.

Primary goals for the project include:

- Reducing drive alone trips
- Reducing vehicle miles driven by area residents, employees and customers
- Increasing awareness and raising acceptability of all travel modes
- Increasing walking, biking, transit, carpooling and car sharing trips
- Increasing neighborhood mobility and livability
- Increase bicycling and walking safety

The Transportation Options Division of the Portland Bureau of Transportation (PBOT) chooses an area of town each year to implement this program. Area selection is based on analyzing land use patterns, transit service availability, bike and walking infrastructure, and current transit or streetscape infrastructure investments such as new light rail service or bicycle and pedestrian trails.

## **SmartTrips Green Line Overview**

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Modeled after the successful “TravelSmart” individualized marketing approach and former “SmartTrips” in seven previous Portland target areas, SmartTrips Green Line invited 33,000 households and 3,500 businesses in a coordinated and comprehensive effort to engage residents, employees and customers in reducing their drive alone trips.

SmartTrips Green Line built and expanded partnerships and programs with health organizations, neighborhoods, businesses and residents in Brentwood-Darlington, Hazelwood, Lents, Madison South, Mill Park, Montavilla, Mt Scott-Arleta, Parkrose, Parkrose Heights, Pleasant Valley, Powellhurst-Gilbert, Foster-Powell, South Tabor, and Sumner.

SmartTrips Green Line, funded in part by a generous grant from Metro’s Regional Transportation Options funds, incorporated successful elements from previous target areas and added a few new ideas in 2010. There were 12 major programs that made up SmartTrips Green Line. Every household was invited to participate in any number of them through mailers and newsletters. Households interested in learning more or attending events were able to order mode-specific information, read newsletters, or attend any of the 95 or more walks, bike rides, workshops, clinics and outreach events in their neighborhood. A detailed description and evaluation of each element can be found under Project Descriptions (page 6).



The SmartTrips Green Line target area in east Portland bordered 72<sup>nd</sup> Avenue on the west, the city limits north and south, and 122<sup>nd</sup> Avenue to the east.



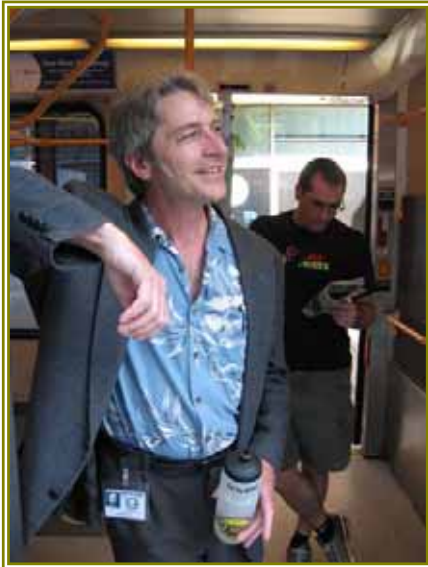
## Project Development

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### **Choosing Green Line Portland**

Following the 2009 North-Northwest Portland program, PBOT Transportation Options identified sections of east Portland as its next area. Three major factors contributed to choosing this area.

#### *NEW LIGHT RAIL AND OTHER INFRASTRUCTURE*



TriMet and all the regional government partners finished constructing the Green Line MAX along the I-205 corridor in late 2009. This new infrastructure introduced a new kind of transportation option to the community with transit changes and bicycle and pedestrian infrastructure that went along with light rail construction. One of the earliest neighborhood greenways, Bush Street was completed in the middle of the program as well. This added infrastructure, in addition to providing new facilities, opened the door to starting a conversation around how residents, employees and customers get around town.

#### *PARTNERSHIP OPPORTUNITIES*

The East Portland Action Plan Committee provided a link to the community that was interested and willing to work with PBOT and Options on shaping SmartTrips in east Portland. Additionally, the Immigrant and Refugee Community Organization is located in this area, allowing Options to connect with new Portlanders on their transportation options.

#### *ECONOMIC VITALITY*

There are fewer business nodes in east Portland. To help address this issue, SmartTrips coupons, business outreach, and employee commute information were utilized to let neighbors know about local businesses to increase local shopping and local commerce.



### **EAST PORTLAND ACTION PLAN**

### **Project Planning**

A major Transportation Demand Management program of the City of Portland Bureau of Transportation, SmartTrips has been consistently recognized as a successful program. As a result, the typical process for garnering political, agency, and community support was much abbreviated. Planning for the 2010 SmartTrips Green Line began in the summer of 2009 with an overall assessment of areas to implement the program.

Notification to political and agency leadership began in September 2009 regarding location. Program staff requested time on neighborhood and business organizations'

agendas to review the program with their constituents and to garner ideas and input.



SmartTrips Green Line conducted performance evaluation survey work with pre- and post-program interviews in September 2009 and 2010, respectively. Performance measurements allow SmartTrips to utilize Business Energy Tax Credits (BETC) and demonstrate the efficacy of the program. A BETC pre-certification application was filed in August 2009.

Intensive program planning and material design and production took place from November 2008 to March 2009. All materials and incentives were ready for deliveries to residents beginning the first week in April 2009.

### **Community Outreach and Partnerships**

All residents in the area were contacted at least five times during the yearlong campaign. Each segment of the population was reached with different strategies with Transportation Options' messages. The business outreach SmartTrips program assisted area businesses with active transportation information to their employees and customers including businesses either operated by people of color and/or immigrants and/or serving a primarily under-represented ethnic or cultural group.



Opinion makers and leaders in transportation, for the most part, have heard of SmartTrips and are enthusiastically supportive. To reinforce support and inform these key community leaders, the Options newsletter, a quarterly publication posted on the City's website, includes regular updates on the program and results.

Partners involved in one or more project of SmartTrips included:

- All area neighborhood associations
- All area business associations
- TriMet
- Kaiser Permanente
- East Portland Action Plan Committee
- Portland Water Bureau
- Bureau of Environmental Services
- Zipcar
- Elders in Action
- Bosco-Milligan Foundation
- Gracie's Wrench
- Ararat Bakery
- Gary's Bakery & Bistro
- Panaderia Santa Cruz

In addition to these groups and businesses, 55 additional businesses participated by offering discount coupons or in-kind donations to SmartTrips participants and 189 businesses participated in the business outreach program.



## Project Descriptions and Evaluations

Every household and most businesses were invited to participate through mailers, media stories and at neighborhood outreach events. Households interested in learning more or attending events were able to order mode-specific information, read newsletters, or attend any of the 95 walks, bike rides, workshops, clinics and outreach events in their neighborhood. The 12 major programs that made up SmartTrips Green Line are detailed below.

### SmartTrips Green Line Residential Order Form

(Lead Staff - Linda Ginenthal)

To inform residents about the various projects, Options sent each household a SmartTrips Green Line mailer from the PBOT Director introducing the program to residents. This was coupled with an order form with a menu of materials to pick and choose

regarding all their transportation options. The mailer addressed each transportation mode and offered materials for each project, including the Portland By Cycle bicycle kits and Ten Toe Express walking kits, Women on Bikes and Senior Strolls information and calendars, all event and class schedules, Portland Neighborhood Walking/Bicycling Maps, TriMet, Zipcar and CarpoolMatchNW.org materials. In partnership with the Portland Water Bureau, the order form included an indoor and outdoor water conservation kit.

**"Who knew there were so many resources for getting around, most without a car! This is a great promotion."**

form



In 2010, the order form was again translated into Spanish and included on the English order form as an added flap. The Spanish flap listed those items available in Spanish including the Walk to Wellness brochure, Oregon Crosswalk Laws flyer, all area walking/biking maps, Portland By Cycle Guide to Your Ride, Oregon Bicyclist Manual, Bicycle Helmet brochure, and Viaje Mejor from TriMet. Only a small number of households

ordered materials in Spanish (20 or .6%).

From November 2009 to March 2010 all materials and incentives were developed and ordered. This included soliciting area businesses for coupon book inclusion, identifying walk and ride start locations and routes, workshop and clinic topics and locations, and compiling incentives, information and maps that residents could order. Materials were designed, printed, compiled, assembled and stocked in the production center ready for deliveries by April 2010.

To increase return rates for the project, a letter from the director of PBOT, Sue

Keil, was sent in a PBOT envelope inviting households to participate. It is unclear whether this had any impact on the return rates of the order forms. Order forms were mailed





beginning April 5, 2010. Within two to three weeks of receiving their order, residents received their requested materials in a waterproof vinyl tote bag with an attached paper luggage tag with their name and address.

*Excerpt SmartTrips Green Line Residential Order Form*

**2. Walking** Please  check as many boxes as you want

- Ten Toe Express Walking Kit** A free digital pedometer and other incentives to walk for short trips and improve your health too!  
Includes:
  - Pedometer – Count your steps!
  - Walking Logs – Keep track of your progress
  - Northeast or Southeast Portland Walking / Biking Map
  - Ten Toe Express Guided Walks Schedule
  - Short Tripper – Coupon book to walk to local businesses and save money
  - Walk to Wellness – Check out these great programs, classes, and information sources
- Northeast Portland or Southeast Portland Walking/Biking Map** A detailed local area map of walking, bus, MAX, and bike routes.
- Ten Toe Express Guided Walks Schedule** Get exercise and meet your neighbors on these great walks.
- Walk to Wellness** Check out these helpful programs, classes, and information sources.
- Oregon Crosswalk Laws** Everyone is a pedestrian at some point each day. Learn how to be prepared.
- Senior Strolls Schedule** Designed to be easy and fun, these Wednesday morning walks bring seniors together to explore neighborhood points

The speed, efficiency and professional materials included in the program were central to making the program a success. A packet delivered six weeks after it's ordered is too late. For most households a bicycle delivery person hand-delivered each packet to the SmartTrips residents' home or left it on the porch or another conspicuous spot. When delivery attempts were unsuccessful, staff contacted the resident by their email or phone to arrange delivery. When these methods were also a challenge, packets were mailed.

To ensure prompt delivery the target area was divided into 10 sectors and the order form was mailed in batches over a ten-week period. This made possible a two-three week



delivery turnaround time for most requests. To increase participation, a reminder postcard was sent to households five weeks after the initial order form mailing. An online order form was developed and proved to be effective as 44% of all orders were received online.

Of the 33,000 households in the target area, a total of 3,196 households ordered materials for a return rate of 9.7%. This is a smaller percent return rate than in previous

SmartTrips areas. To address this lower rate of return, Ten Toe Express and Portland By Cycle kits were distributed through several other east Portland venues including libraries, community centers, farmers markets, and at community events.

**SmartTrips Green Line Newsletter** (Lead Staff – Barb Plummer)



Residents were mailed five newsletters over the course of the program. The newsletters provided information on traffic safety and SmartTrips Green Line projects, a calendar of events, and other useful resources. The first issue was sent out in March, followed by a May issue and three additional issues every two months after that.

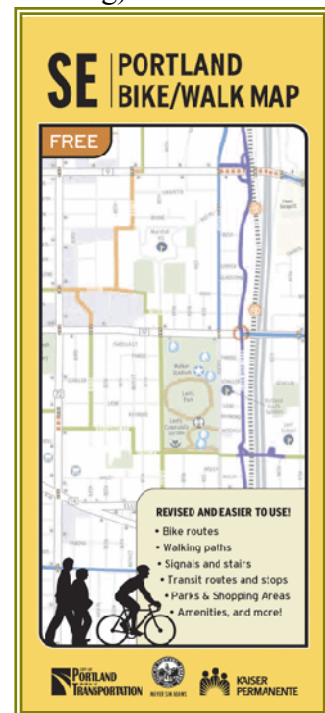
The first three newsletters were sent to all households in the target area. Subsequent issues were sent to residents who had expressed interest by returning the SmartTrips order form or attending an event.

**Southeast Portland Walking/Bicycling Map** (Lead Staff – Timo Forsberg)

The Southeast Portland Walking/Bicycling Map was the final map revision in the Portland Walking/Bicycling map series. It was revised to include all of southeast including east of I-205 for the first time. The map includes the area bounded by the Willamette River, the eastern city limits, Burnside and the southern city limits. Kaiser Permanente sponsored the printing and production costs for the map.

All households ordering materials received either a Southeast or Northeast walking/bicycling map based on which quadrant they lived in. The maps were also a key component of the Ten Toe Express and Portland By Cycling Kits. Maps were distributed at all neighborhood events and at the Ten Toe Express walks, Senior Strolls, Portland By Cycle rides and classes and Women on Bikes rides and clinics.

In addition to the walking and bicycling routes mentioned above, all the maps highlights stairs, bus and MAX routes and stops, schools, community centers, parks, Heritage trees, retail areas, and other points of interest. The maps also include resource information and a list of other publications and information on walking clubs and bicycling safety tips.



**Ten Toe Express Walking Campaign** (Lead Staff – Rich Cassidy)

*TEN TOE EXPRESS KITS*

Options' Ten Toe Express walking campaign and kit sponsored by Kaiser Permanente were a great success. Five thousand one hundred and twenty walking kits made their way into Green Line area residents' hands. Through SmartTrips Order Forms, 2,594 kits were distributed to residents. An additional 1,905 kits were distributed at libraries and community centers. The remaining 661 were distributed at walks, community events and schools in the area.



**"What a great program to encourage walking which is something I am just beginning to do more of..."**

The kit included a digital pedometer to count one's steps, the Southeast or Northeast Portland Walking/Bicycling Map, a guided walk schedule, and a Short Tripper coupon book with over \$100 in savings at 55 local businesses. According to several

businesses, the coupon book was a particularly welcome item during this economic downturn. Several businesses sent emails praising the books as successful ways of bringing in new customers. Distributing expired versions of previous year's books in the first mailing to the Green Line area businesses, along with quotes from participating businesses, helped get the idea across and boost the initial return (participation) rate.

*TEN TOE EXPRESS WALKS*

To help people get started and meet others to walk with, Options planned 10 different walking routes in the area of varying lengths. Staff led 17 walks from May to September. Each highlighted great places to walk within various Green Line neighborhoods.

The walks featured many beautiful parks and natural areas, such as Powell Butte and the Grotto. Two business clusters also highlighted were Montavilla and Gateway, as well as historical points of interest in east Portland. Many walkers from the last few years continued to participate in the walking tours.



Attendance was very good with over 200 participants total. Many walks averaged 40-60 people. This year, May and June were exceptionally wet, which depressed turnout for walks. Later in the season, attendance rebounded.

**Senior Strolls** (Lead Staff – Donna Green)

Senior Strolls is an outreach program intended to get seniors walking more as well as to encourage them to consider walking as a transportation option. A series of stroll routes showcased local points of interest, including residential and commercial areas, parks, historic schools and churches, libraries, transit centers, etc. The series is planned in such a way that



the shorter strolls precede the longer strolls, thus enabling seniors who haven't been walking to build endurance.

The 2010 SmartTrips East Portland Senior Strolls Program offered 22 different strolls between May and October, ranging in length from 1 - 2.5 miles. Despite the cooler-rainier-than-usual summer, this was a banner year for the program: more people attended the strolls in 2010 than in previous years.



The average number of participants per stroll in 2010 was 31. There were 69 new people who attended at least one stroll in East Portland with at least 1 new person on all but 5 of the strolls. Many participants were repeat strollers from each of the program's 5 previous years. This year included the Senior Cycling Safety class in concert with Portland Parks Senior Cycling program.

**"I am a senior and have just moved to Portland. Am so excited to walk the city and meet fellow walkers. Thank you so much."**

There were several opportunities to learn about the strolls, be it through the SmartTrips order form, articles in senior publications, or schedules left at senior residential facilities as well as at area community and senior centers. All participants from previous years

were mailed a schedule, and staff mailed out an additional 50+ schedules per phone requests. A follow-up survey is sent to participants at the end of every SmartTrips season.

A welcome kit was given to all participants including information, such as the Northeast and Southeast Portland Walking/Bicycling Maps, a walking log, a pedometer, a Ten Toe Express Walk Schedule, a flier on Multnomah County Aging and Disability Services, Ten Toe coupon book, magnifier/bookmark, and other items.

<b>RESEARCH SHOWS THAT REGULAR WALKING CONTRIBUTES TO YOUR OVERALL HEALTH AND FITNESS IN THESE IMPORTANT WAYS:</b>	<ul style="list-style-type: none"><li>• Helps control weight</li><li>• Boosts immune system</li><li>• Relieves stress and worry</li><li>• Contributes to "brain fitness"</li><li>• Strengthens heart, joints and bones</li><li>• Reduces blood pressure, risk of stroke, and cholesterol</li><li>• Improves mood, self-esteem, balance, and circulation</li><li>• Gives an energy boost and promotes a good night's rest</li><li>• Can delay or prevent major disease or illness</li></ul>
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**Portland By Cycle** (Lead Staff -Timo Forsberg and Jeff Smith)

The goal of the Portland By Cycle campaign is to encourage new and existing bicycle riders to use their bicycles for more trips and new trip purposes. To help residents overcome barriers to cycling, Options offered a Portland By Cycle kit with accessories and information, Portland By Cycle rides and workshops, Women on Bikes rides and clinics, bicycle helmet distribution, Get Lit bicycling lights distribution, and individualized bike route planning.



*PORTLAND BY CYCLE BIKE KIT*

The Portland By Cycle Bike Kit proved popular again with local residents. Fifty four percent of all households ordered a kit from the order form. An additional 2,075 kits were distributed at libraries and community centers in the Green Line target area. Seven hundred and twenty

kits were given out at Options events and activities. As always, the bicycle maps were in high demand. The reflective leg band, ride and workshop schedules, and Women on Bikes information were also well received.

Staff prepared 7 individualized bike route trip plans requested by SmartTrips Green Line participants.

*PORTLAND BY CYCLE RIDES*

The 2010 Portland By Cycle rides consisted of 18 rides aimed at adult riders who are new to cycling. Following tradition, most of the rides took place on Tuesday and Wednesday evenings in July and August. Some innovations in this year's series include the addition of two weekday afternoon rides and a Sunday morning ride to the East Sunday Parkways.

The Tuesday rides started from Lents Park in SE Portland in July and from Glenhaven Park in NE Portland in August. The Wednesday rides embarked from the East Portland Community Center in SE Portland. Ride themes such as "Parks and Gardens" and "Public Art" provided a framework for selecting the routes and served to entice participation from a broader audience than committed cyclists.





Most routes were designed to provide a comfortable and safe riding experience, about 8 to 10 miles long for beginning cyclists. The Sunday Parkways ride was less than 3 miles long, and designed to encourage Sunday Parkways participants to ride to the event. The 2<sup>nd</sup> annual “Autumn Adventure” was the final ride for both the Portland By Cycle and Women on Bikes series, lasting 3 hours and covering 25 miles.

**“I had a great time on the rides in which I participated. It was great getting to know areas I haven't biked before and gave me confidence in knowing that I can get around.”**

Cumulatively the series attracted 127 attendees, comprised of 73 different riders. This was the lowest number of participants in the last five years, and the second lowest number of discrete participants since 2007. This is consistent with the lower participation numbers reported by other bike-related SmartTrips activities and the response rate to the SmartTrips Green Line order form.

In addition, 53 riders participated in the East Portland Action Plan Bike Subcommittee (EPAP Bike) rides. (More below.)

The weekday afternoon rides showed the poorest attendance, though this may have been influenced by start location. The rides starting from East Portland Community



Center averaged 4.4 riders each, compared with 10.75 riders average for the Lents Park rides and 11.5 riders average for the Glenhaven Park rides.

Options staff was aware that attracting riders would be more challenging in this target area, given the existing low-ridership and unwelcoming streetscape conditions for beginning riders (lack of connectivity for neighborhood streets and unsignalized crossings at many large arterials). One strategy to extend the reach of SmartTrips’ messages was to partner with EPAP Bike, a group of residents working to improve conditions for biking and increase ridership in East Portland.

Each ride employed at least two volunteers: one to lead the ride and an additional ride assistant. Volunteers were trained and instructed on their roles and responsibilities.

*PORTLAND BY CYCLE WORKSHOPS*  
Eight *Portland By Cycle* workshops were offered weekly during May, June and one in September including *Bike Commuting Basics*, *Bike Maintenance Basics*, *Bike Touring*, *Shopping by Bike*, and *All Season Cycling*, *Senior Cycling*, and *Buying a New or Used*



Bicycle. There were nearly 100 participants for all the workshops.

There were 97 total attendees for all the classes. The best-attended sessions were Bike Maintenance and Shop By Bike, with 25 and 20 people, respectively. There was a waiting list for both of these sessions. Additionally, Senior Cycling Skills was especially well-attended, with 28 participants. The other five sessions ranged from 4 to 6 participants.

Sessions were led by Transportation Options staff, with content developed by Options staff. For the *Bike Maintenance* class as well as *Buying for a New or Used Bike* we relied on outside experts to lead the sessions. Classes were held at the East Portland Community Center, with the exception of *Buying a Bike*, which was held at *the Outer Rim* bike shop.

**Women on Bikes** (Lead Staff – Janis McDonald)

The Women on Bikes program held 11 rides, two bonus rides and six clinics. As previous years, participants of all ages became more familiar with the bicycle. They stretched their comfort levels and conquered their fears, especially with navigating traffic.



East Portland presented some unique challenges. There is an overall lack of street connectivity and high traffic speeds on through streets. Additionally, some neighbors questioned the importance of bicycling. East Portland includes a large number of immigrant



and refugee and low-income families which adds the barriers of language, culture and bicycle ownership.

This year 50 women participated; the lowest year yet for the program. Challenges stated above were exacerbated by the rainy and wet May and June. Most of the participants were 40-50 years old. All had ridden at some point in their lives, but some had not been on a bike for 20-30 years. Also, some did not own a bike at the time of the program. Most women wanted more knowledge (how to ride in traffic,

bike maintenance, gear for themselves) in order to get started or to ride more often.

This year partnerships were formed with Parks, Immigrant and Refugee Community Organization (IRCO), Bureau of Human Relations, Office of Neighborhood Involvement, East Portland Action Plan Committee and Bike Subcommittee,

Community Cycling Center and Gracie's Wrench. This was the first target area where WOB worked closely with community groups to help in planning and promoting rides and clinic. This kind of collaboration was promising and will be repeated and expanded next year.

**"Because of the Women on Bikes clinics, I bought a new bike and began riding to work 2 times a week."**

The clinics and conversations covered bike selection, gear for bike and cyclist, bike handling skills, basic to more in-depth bike maintenance, the city's bikeway network, cyclists' rights and responsibilities, and winter commute tips. Rides enabled participants to practice skills, try different routes, meet other women to ride with, and demonstrated the ease of getting around by bike.



SmartTrips Green Line residents were offered the Women on Bikes brochure with a calendar of rides and clinics. The brochure was also included in the Portland By Cycle kit.

**SmartTrips Business** (Lead Staff – Steve Hoyt-McBeth and Scott Cohen)

SmartTrips Business (STB) is the outreach component of SmartTrips promoting transportation options for employers, commuters, and shoppers. SmartTrips Business



partners with Portland employers citywide to promote commute options, while supporting area businesses by encouraging neighbors to walk and bicycle to local shops. Each spring and summer, SmartTrips Business conducts focused outreach in the SmartTrips target area.

In the Green Line Target Area, STB assisted 189 businesses to provide active transportation information to their employees and customers. This support included 30 businesses either operated by people of color and/or

immigrants and/or serving a primarily under-represented ethnic or cultural group.

STB offered businesses a suite of free transportation resources, including a bike rack installation, employee commute options kits, neighborhood bike and walk maps for customers, and information on the Business Energy Tax Credit and TriMet's transportation program. The project placed a human face on PBOT to the local business community while demonstrating the economic benefit to local businesses of supporting sustainable transportation.

STB used direct mail to make initial contact with employers. Program staff sent a brochure with a postage-paid, tear-off order form to the 3,500 business mailing addresses in the target area. Every employer that returned the order form was entered into a drawing for a free advertisement in their local neighborhood newspaper. In addition,





STB staff contacted every business association in the target area and presented at four association meetings. Finally, program staff went door-to-door in each of the target areas' eight commercial corridors to offer free resources.

This free assistance to businesses and employees included:

- ★ Educating local employees about transportation options by providing 956 sustainable transportation kits to employees, including 79 Spanish-language packets. These kits included carpool, transit, walking and bicycle resources.
- ★ Distributing 4,803 neighborhood bike and walk maps to customers of participating businesses, including 244 Spanish language maps. STB offered businesses a map holder with their neighborhood walk/bike map, along with a window sticker to drive foot traffic into the business. One-hundred fifty eight businesses (158) offered their customers these neighborhood bike/walk maps.
- ★ Installed ten bike racks in front of participating businesses at no charge to the business.



*Small business owner Randy Plew shows off his newly installed bicycle rack.*

STB was unable to fulfill roughly two-thirds of rack requests because of insufficient right-of-way, as PBOT can only install these racks on public property. A large number of businesses in the target area were in strip retail centers with private, off-street parking.

- ★ Partnered with the Gateway Business Area Association (GABA) to hold their first GABA Mother's Day Bicycle Ride. Over 75 families attended the event and 100 youth were fitted with free bicycle helmets. GABA has already contacted STB about continuing this event in 2011.

**Events/OptionsMobile** (Lead Staff – Danielle Booth, Abra McNair and Andrew Pelsma)

The OptionsMobile, a hybrid vehicle modified to act as a mobile display and tabling event car, was at six outreach events in the SmartTrips Green Line area.

Twenty trained volunteers, known as Options Ambassadors, helped staff these events along with the bike delivery staff. Information on SmartTrips activities was available as well as a host of other Portland Transportation materials including bicycle and walking maps, transportation fact sheets, and brochures and information about transportation options.



in  
all

**TriMet Transit Information and Services** (Lead Staff – Danielle Booth, Abra McNair, and Andrew Pelsma)



**Transit Tracker™** A key component of SmartTrips Green Line's success was the TriMet and Transportation Options partnership.

**"This is a great program, especially for someone like me, who takes the bus and likes to walk!"**

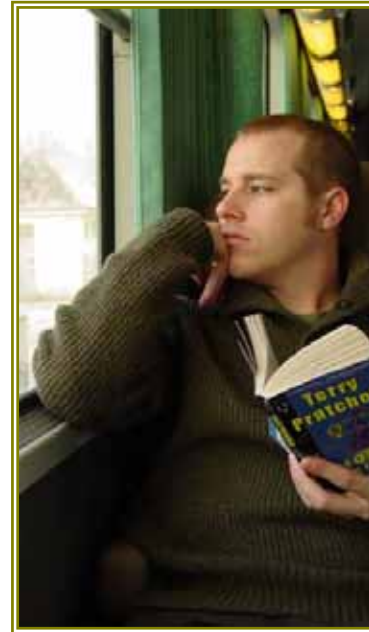
One thousand nine hundred and three households, or 60% of SmartTrips participants, ordered some kind of transit information including bus and MAX

schedules and Honored Citizen guides. Personalized transit tracker cards were distributed to 1,166 households 37% of all orders.



Transit tracker cards included the two to four closest bus stop ID numbers, enabling participants to find out, real time, when their next is going to arrive at that stop. This service, once discovered by participants, greatly increases the willingness to ride transit –

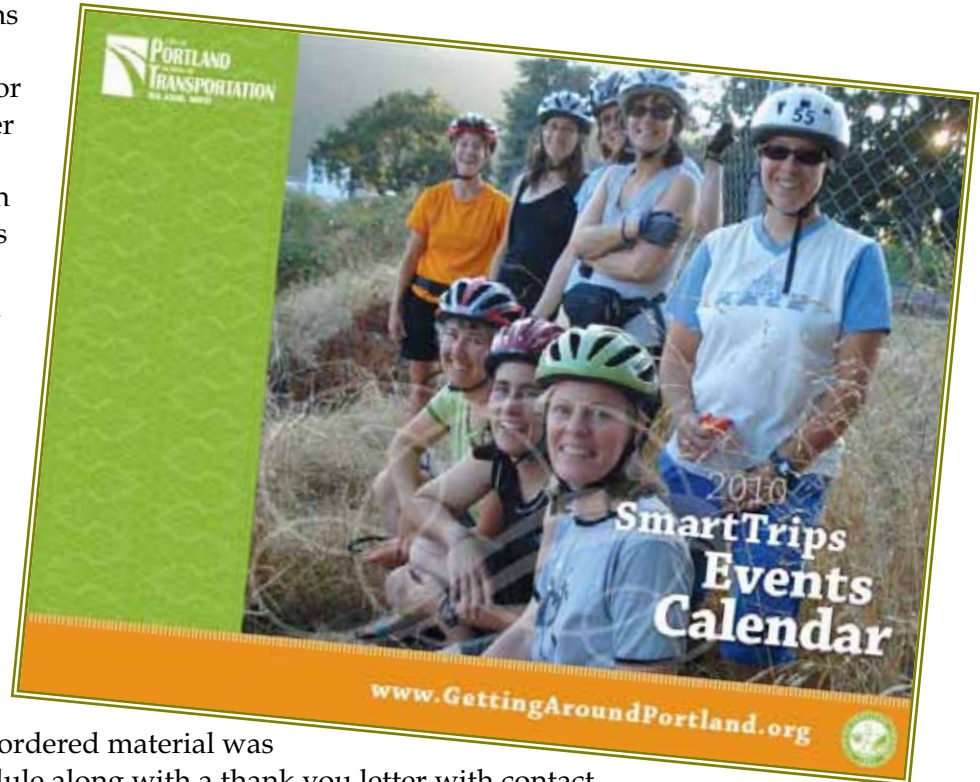
eliminating the waiting factor. Even with a schedule, the certainty of when the next bus will actually arrive contributes greatly to a better overall transit experience.



or  
in  
bus

## SmartTrips Events Calendar (Lead Staff – Linda Ginenthal)

To pull all the programs together, an events calendar was created for May through December with dates, times, start locations and a location map for the SmartTrips walks, strolls, rides, clinics, workshops and kick-off event. Each month highlighted different programs including Portland Sunday Parkways in September and Safe Routes to School International Walk + Bike to School Day in October.



Every household who ordered material was given this handy schedule along with a thank you letter with contact information.

## SmartTrips Web and Email Communications (Lead Staff – Scott Cohen, Timo Forsberg and Barb Plummer)

SmartTrips Business maintains an ongoing robust online presence with a Commuter Central Blog and Facebook and Twitter accounts. SmartTrips Green Line website was developed and launched in March 2010. All rides, clinics, classes and walks were posted





to both the SmartTrips calendar and PortlandOnline Calendar of Events. The Commuter Central Blog enjoys 10,000 average monthly visitors. To date, 165 have “liked” SmartTrips on Facebook and 207 follow SmartTrips Business on Twitter.

SmartTrips messages were also sent every two weeks to the 8-9,000 SmartTrips participants from previous years. As Green Line residents participated, they were added to this list for 3-4 short story communications. These email blasts covered all



SmartTrips events as well as other interesting and timely topics on transportation options, healthy and active living, and other Portland themes.

## **Performance Measurement and Results**

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The SmartTrips Green Line conducted both before and after surveys in the SmartTrips area. Professional survey consultants conducted these phone interviews in September 2009 and October 2010. Additionally, mail and web qualitative surveys were sent to specific program participant households.

The pre- and post-program trip diaries showed a relative decrease in drive alone trips of 18.4% and a 7.3% relative decrease in all driving trips (not including self-defined carpooling) for all residents in the SmartTrips Green Line target area. The discrepancy between drive alone trips and all driving trips is due to a new category in the survey. Respondents can choose “drive with others not as a carpool” to differentiate between intentional carpooling and driving trips that simply include more than one person.

SmartTrips Green Line influenced behavior change across the board to varying degrees, with significant decreases in auto use for work trips and significant increases in carpooling and transit trips. Overall, environmentally-friendly trips increased 30.4% after the SmartTrips program.

For more detailed performance measures see Appendix A.

## Material Distribution

SmartTrips Green Line Specific Materials	Quantities Distributed	ST Residential Order Form
SmartTrips Green Line Newsletters	1 <sup>st</sup> , 2 <sup>nd</sup> , and 3 <sup>rd</sup> = 33,500 each 2 newsletters 4,000 each	
SmartTrips order form & postcards	33,500 each	
SmartTrips Business order form	3,500	
Southeast Portland Walking/Bicycling Map	4,000 (with Ten Toe, Portland By Cycle, and Employee kits)	X
Northeast Portland Walking/Bicycling Map	5,000 (with Ten Toe, Portland By Cycle, and Employee kits)	
Ten Toe Express walking kits	5,000	X
Portland By Cycle kits	4,000	X
Portland By Cycle flyer	7,000 (in PBC kit)	X
Women on Bikes flyer	5,000 (in PBC kit)	X
Portland By Cycle Guide	6,000 (in PBC and Employee kit)	X
Senior Stroll flyer	2,750	X
Employee kits	877	
Employee kits in Spanish	79	
<b>Incentives</b>		
SmartTrips Umbrellas	1,324	X
Bandana Bicycle Maps	804	X
Walk There! Booklets	946	X
<b>Transportation Options Materials</b>		
Citywide Bicycle Map	6,000 (in PBC kit)	X
North Portland Neighborhood Bicycling/Walking Map	650	X
Northwest Portland Neighborhood Bicycling/Walking Map	600	X
Southwest Portland Neighborhood Bicycling/Walking Map	600	X
Downtown Bike Map	1,100	X
All Neighborhood Bicycling/Walking Maps in Spanish	290	X
CarpoolMatchNW.org materials	270	X
<b>Other Agency/Organizations Materials</b>		
TriMet info, maps, schedules, Honored Citizen information	5,000	X
Zipcar brochure	660	X
AAA Safe Driving for Seniors booklet	492	X
Smart Driver brochure	850	X
Water Bureau Conservation kit	2300	X



## Staffing

Staff Person	Lead Role	FTE Time %
Linda Ginenthal	Program Manager ; Planning and Implementation	43%
Marni Glick	Options Division Management	17%
Danielle Booth	SmartTrips Delivery and Outreach	27%
Dan Bower	SmartTrips Performance Measures	37%
Rich Cassidy	Ten Toe Express	70%
Scott Cohen	SmartTrips Business and Evaluation	28%
Timo Forsberg	Portland By Cycle Rides, Website	86%
Donna Green	Senior Strolls	41%
Steve Hoyt-McBeth	SmartTrips Business	19%
Janis McDonald	Women on Bikes	84%
Abra McNair	SmartTrips Delivery and Outreach	25%
Andrew Pelsma	SmartTrips Delivery and Outreach	25%
Barbara Plummer	SmartTrips Newsletter, Communications	72%
Jeff Smith	Portland By Cycle workshops, trip planning	8%
<b>Total Staff Time</b>		<b>5.8 FTE</b>

### Volunteers

Volunteers were used extensively for the OptionsMobile outreach events, Portland By Cycle and Women on Bikes rides, and Ten Toe Express and Senior Stroll walks. Most volunteers were trained Options Ambassadors. Ambassadors received three to four hours of “classroom” training as well as training on the job. A total of 20 new and returning Ambassadors participated in the SmartTrips Green Line projects.



## Materials and Services Budget

The program costs amount to \$10 per person in the SmartTrips area. This 33,000 household or 79,200 resident and 3,500 businesses cost \$721,916. This includes 5.8 FT staff and most materials and services. Not included are computer and general overhead (staff benefits are included) plus printing of some bicycle maps and transit schedules.

Program Categories	Actuals	
SmartTrips Options Materials	\$56,270	
Southeast Walk/Bike Map	\$12,200	Kaiser Permanente sponsorship
Professional Surveys	\$35,000	
Ten Toe Express Walking Campaign	\$24,260	Kaiser Permanente sponsorship
Portland By Cycle Kit Rides and Workshops	\$29,270	
Women on Bikes	\$3,500	
SmartTrips Green Line Newsletter	\$30,900	
Senior Strolls	\$2,150	
SmartTrips Business	\$19,250	
Miscellaneous	\$470	
<b>Totals</b>	<b>\$213,270</b>	

### In kind Support included the following:

- \* Walk There! Books - Metro
- \* Pedometers - Kaiser Permanente
- \* Transit Schedules and Honored Citizen kits - TriMet
- \* Water Conservation kits - City of Portland Water Bureau
- \* Zipcar brochures and discounts - Zipcar
- \* Bicycle Transportation Alliance and Willamette Pedestrian Alliance brochures



**Drive less. Save more.**  
[www.DriveLessSaveMore.com](http://www.DriveLessSaveMore.com)

## SmartTrips Green Line Timeline

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### September 2009

- Before survey in the field

### November

- Project work plans developed
- Neighborhood notifications

### December

- Finalized Planning
- Solicit sponsorships and coupons

### January 2010

- Project materials development and community input on projects
- Partnership agreements finalized
- Continued materials development

### March

- 1st Newsletter
- Sent out SmartTrips Business order form
- Materials printed and assembled

### April

- 1st SmartTrips Order Form sent
- Began filling resident's orders
- Materials delivered to businesses

### May

- 2nd Newsletter
- Resident orders forms mailings and deliveries continue
- Ambassador and Volunteer Trainings
- Senior Strolls began
- Ten Toe Express Walks began
- Portland By Cycle Workshops began
- Women on Bikes clinic and rides began

### June

- Resident order forms mailings and deliveries continue
- Ten Toe Express Walks
- Senior Strolls
- Ride leader training
- Portland By Cycle Workshops
- Women on Bikes clinic and rides
- Follow up with participating businesses
- Options Mobile events

### July

- Order Form cont. going out
- 3rd Newsletter
- Portland By Cycle rides
- Ten Toe Express Walks
- Senior Strolls
- Options Mobile events
- Women on Bikes clinic and rides
- Door-to-door visits of businesses in main commercial districts
- Sunday Parkways event East Portland with East Portland Exposition

### August

- Portland By Cycle rides
- Ten Toe Express Walks
- Options Mobile events
- Senior Strolls
- Women on Bikes clinic and rides

### September

- 4th Newsletter
- Options Mobile events
- Portland By Cycle rides
- Ten Toe Express Walks
- Senior Strolls
- Portland By Cycle Workshops
- Women on Bikes clinic and rides
- Survey all participating businesses

### October

- Walk and Bike to School Day
- Portland By Cycle rides
- Women on Bikes ride
- Options Mobile events
- Senior Strolls
- After resident survey in the field

### November

- Compiled Projects evaluations
- Final Newsletter

### December

- Final Report written and posted online

# **SmartTrips Green Line Final Report Appendix A**

## **Measurement Tools and Results**

**December 2010  
Portland Bureau of Transportation  
Transportation Options**

## Appendix A Measurement Tools and Results

SmartTrips Portland was once again successful at shifting behavior and reducing drive alone trips in 2010 with SmartTrips Green Line. The individualized marketing approach coupled with outreach activities and customized rides, walks, and clinics reduced drive alone trips and increased environmentally friendly trips for all types of trips including work, leisure, shopping, and school.

### Methodology

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As with past programs, SmartTrips Green Line was evaluated using statistically significant survey data collected before and after the SmartTrips program. This report outlines the travel behavior change results from the survey.

Data collection firm, Davis Hibbits Midghall (DHM), conducted panel-style, pre- and post-program phone surveys. Six hundred residents living in the SmartTrips Green Line target area responded to a phone survey consisting primarily of a 24-hour trip diary in September 2009 and again in October 2010.<sup>1</sup> In addition to the 24-hour travel diary, the phone survey also asked a number of qualitative questions to help determine if SmartTrips shifted target area residents' attitudes about, and knowledge of, transportation options. In order to accurately represent the target area's demographics, survey respondents are selected to reflect the most recent census data (2000).<sup>2</sup>

### Results

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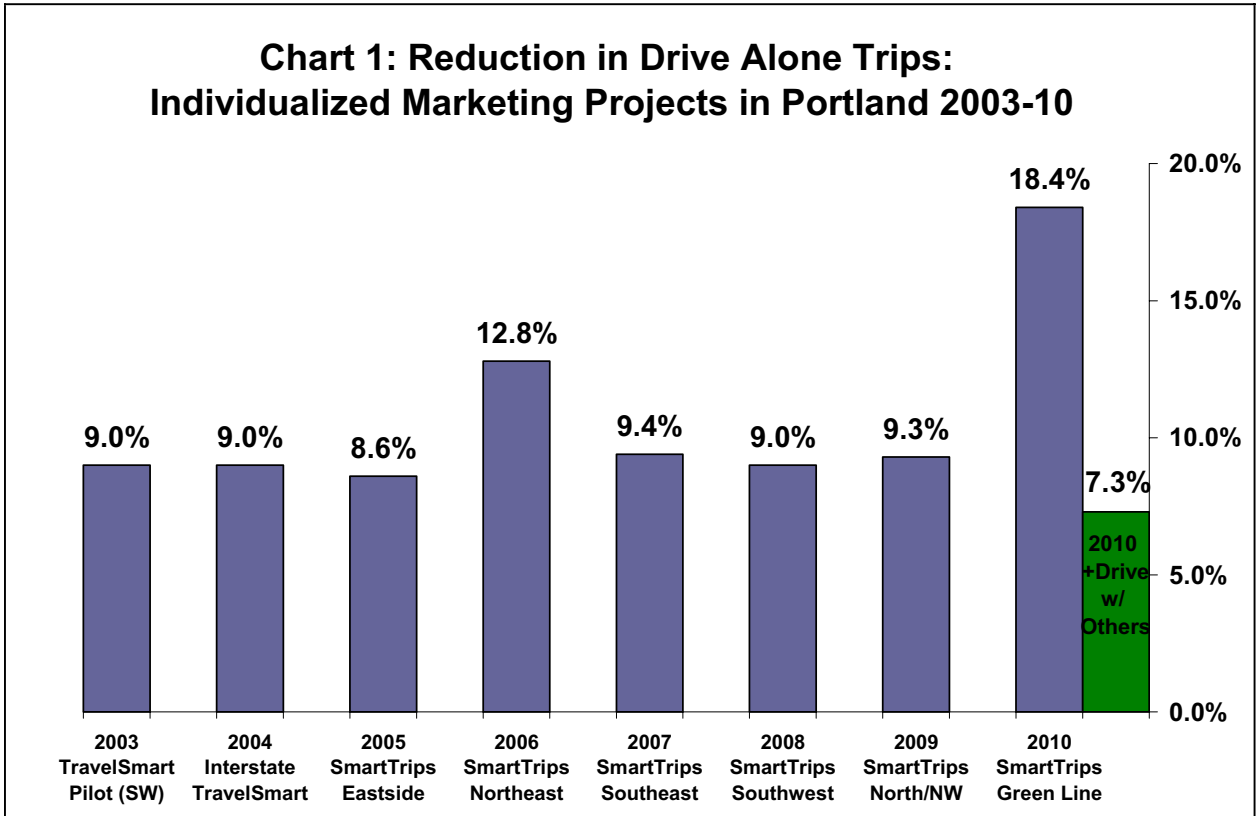
The pre- and post-program trip diaries showed a relative decrease in drive alone trips of 18.4% and a 7.3% relative decrease in all driving trips (not including self-defined carpooling) for all residents in the SmartTrips Green Line target area. The discrepancy between drive alone trips and all driving trips is due to a new category in the survey. Respondents can choose "drive with others not as a carpool" to decipher between intentional carpooling and driving trips that simply include more than one person.

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<sup>1</sup> The post-program data surveyed 600 east Portland residents, reaching only 193 of the original 600 respondents. The 407 new respondents for the post-program survey have the same age, gender, and area of residence characteristics as the original survey population that did not respond to the post-program survey. In order to mitigate attrition rate for the post-program survey, DHM communicated with respondents via email, mail, or phone after the pre-program survey. However, the low rate of response (32%) for the follow-up survey suggests that additional measures are necessary to maintain the integrity of the baseline survey data or a new data collection method is required.

<sup>2</sup> Survey respondents did not reflect the overall composition of the target area, requiring DHM to weight the collected data to more accurately reflect census data. This is a common practice.

The 7.3% decrease in driving trips is consistent with past individualized marketing projects in the region, as shown in the Chart 1 below. While an 18.4% decrease is significantly higher than in past years several external factors, most notably the economic recession, probably contributed to the significant decrease in drive alone trips.



Survey respondents recorded an average of 2.16 trips per day in the post survey, which is very similar to the 2.26 trips per day reported in the pre, and signifies that residents can change their behavior without greatly affecting their personal mobility.<sup>3</sup>

SmartTrips Green Line influenced behavior change across the board to varying degrees, with significant decreases in auto use for work trips and significant increases in carpooling and transit trips. Overall, environmentally-friendly trips increased 30% after the SmartTrips program (Chart 2, below)

<sup>3</sup> Once respondents reported returning home, surveyors considered the trip diary complete. Respondents may have had taken additional trips that were not recorded.

**Chart 2: Relative Change in Drive Alone and Environmentally-Friendly Trips, 2009 - 2010 SmartTrips Green Line Evaluation**

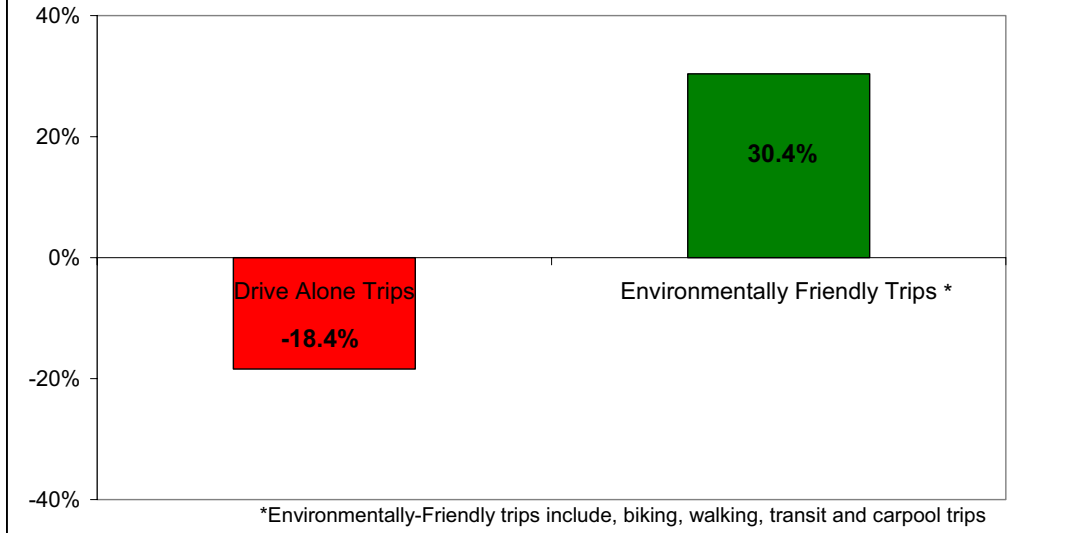
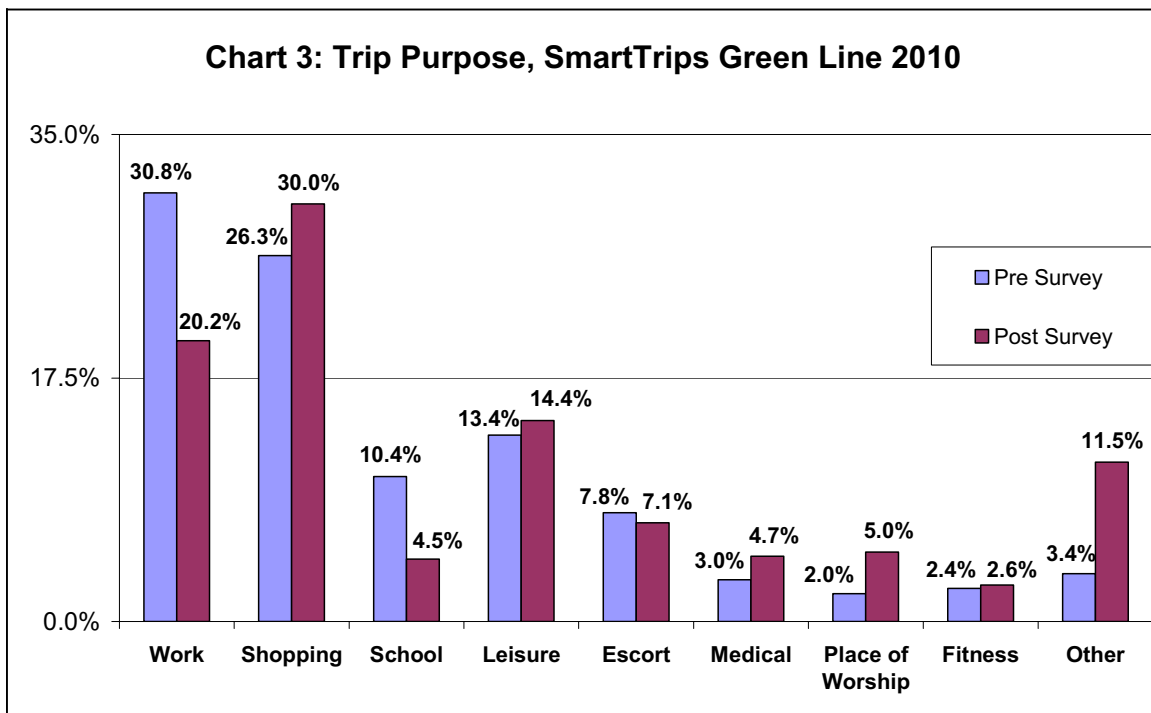


Chart 3 below outlines the trip purposes for both the pre- and post-surveys. Work and school trips declined significantly and trips that were classified as “other” increased nearly 300%. While the decline in work trips most likely reflects the economic recession, the increase in other trips is difficult to decipher. The collected data does not always include a description and it is up to the data collector to categorize the trip as “other”.

**Chart 3: Trip Purpose, SmartTrips Green Line 2010**



There was also a correspondingly significant drop in drive alone trips to work which accounted for a large portion of daily average vehicle miles reduced. (See Table 1a)

There were other interesting trends that emerged from the data collection including:

- PBOT's annual bicycle counts showed a 9.5% increase in the number of cyclists at 17 locations in east Portland during the SmartTrips program.
- Carpooling nearly doubled in the target area.
- Transit use increased nearly 15%.
- Approximately 75% of survey respondents said safety concerns did not limit the amount they walk, bike, or take transit. This suggests that other factors are limiting their transportation choices or they are not interested.

## **Effectiveness of Reducing Vehicle Miles Traveled (VMT)**

The average Portland resident travels 20.3 miles in a vehicle each day, according to Metro's Data Resource Center. The goal of SmartTrips Green Line was to reduce the amount of daily vehicle miles traveled (VMT) by helping residents shift one or two trips per week from driving alone to bicycling, walking, carpool, and/or transit. Each trip, regardless of purpose or distance, represents significant energy savings while contributing to the City's goal of reducing greenhouse gas emissions.

**SmartTrips Green Line helped saved over 48 million VMT in 2010**, which is equivalent to shifting over two trips per week, per person in the target area from driving alone to a more environmentally-friendly mode such as walking, bicycling, carpooling or transit.

The VMT calculations take into account changes in behavior associated with each type of trip (work, leisure, shopping, etc.) recognizing that some trip types are, on average, longer than others and that SmartTrips Green Line affected different types of trips to varying degrees. For example, the surveys show that the program was most effective at reducing drive alone trips for work trips and ineffective for "other" trips.

Comparing the changes in drive alone rates from pre and post surveys among each trip purpose yielded a net reduction of 2.95 VMT per day, per person in the target area. The majority of the VMT reduction came from work and shopping and leisure trips. Table 1a below details the VMT changes by trip purpose.



**Table 1a: Vehicle Miles Reduced Calculations: SmartTrips Green Line (Drive Alone Only)**

	Work / School	Shopping / Leisure	Fitness	Escort	Other	
Average Drive Alone Trip (miles)*	8.4	4.9	3.1	4.9	5	
Average Trips Per Day Pre (2.26)	0.93	0.88	0.05	0.18	0.075	
Average Trips Per Day Post (2.16)	0.52	0.95	0.06	0.15	0.24	
Drive Alone Mode Split Pre	73.0%	62.4%	50.0%	47.5%	62%	
Drive Alone Mode Split Post	63.0%	50.0%	28.6%	37.5%	64%	
Average Daily Drive Alone VMT Pre	5.70	2.69	0.08	0.42	0.2325	
Average Daily Drive Alone VMT Post	2.75	2.33	0.05	0.28	0.77	Total
Average Daily Per Capita Vehicle Miles Reduced	2.95	0.36	0.02	0.14	-0.54	2.95

\*Average trip lengths provided by Metro's Data Resource Center

Table 1b is included to highlight the impact of a new category, drive with others (non-carpool); the past seven years VMT reduced has focused only on drive alone trips. Both the reduction in driving rates and per capita VMT reduced are similar.

**Table 1b: Vehicle Miles Reduced Calculations: SmartTrips Green Line (Drive Alone and Drive w/ Others combined)**

	Work / School	Shopping / Leisure	Fitness	Escort	Other	
Average Drive Alone Trip (miles)*	8.4	4.9	3.1	4.9	5	
Average Trips Per Day Pre (2.26)	0.93	0.88	0.05	0.18	0.075	
Average Trips Per Day Post (2.16)	0.52	0.95	0.06	0.15	0.24	
Drive Alone Mode Split Pre	79.1%	84.7%	70.0%	83.6%	79.30%	
Drive Alone Mode Split Post	72.7%	79.6%	42.9%	83.3%	83.70%	
Average Daily Drive Alone VMT Pre	6.18	3.65	0.11	0.74	0.29738	
Average Daily Drive Alone VMT Post	3.18	3.71	0.08	0.61	1.00	Total
Average Daily Per Capita Vehicle Miles Reduced	3.00	-0.05	0.03	0.13	-0.71	2.40

\*Average trip lengths provided by Metro's Data Resource Center

Considering the economic recession, the decrease in the number of work trips and the corresponding decrease in vehicle miles traveled to work was expected. However, SmartTrips was still effective at reducing the percentage of drive alone trips to work significantly. In addition, the program showed success at reducing drive alone shopping and leisure, fitness, and escort trips. As mentioned above, "other" trips saw a small increase in drive alone mode split and a significant increase in the overall number of trips (see Chart 3, above), leading to an increase in per capita VMT in that category.

Table 2a shows annual vehicle miles reduced in east Portland as a result of SmartTrips for all adult residents. Table 2b includes drive alone and drive with others trips.

**Table 2a: Annual VMR: SmartTrips Green Line (Drive Alone only)**

Residents in SmartTrips Gree Line area	60,838
Residents over 18 years old*	48,001
Average Daily VMR	2.95
Travel Days per Year	341
<b>Total annual VMR</b>	<b>48,286,789</b>

\*Based on 21.1% of Portland over 18 (2000 census)

**Table 2b: Annual VMR: SmartTrips Green Line (Drive Alone and Drive w/ Others combined)**

Residents in SmartTrips Gree Line area	60,838
Residents over 18 years old*	48,001
Average Daily VMR	2.40
Travel Days per Year	341
<b>Total annual VMR</b>	<b>39,284,167</b>

\*Based on 21.1% of Portland over 18 (2000 census)

Reducing over 48 million vehicle miles reduces congestion, saves 2.1 million gallons of gas<sup>4</sup>, and has significant benefits for air quality and the environment. Table 3 details reductions in air quality pollutants common to automobile use. In addition, this significantly reduces both particulate matter and air toxic pollutants such as benzene, as outlined in Table 4. Particles smaller than 10 micrometers in diameter can cause or aggravate a number of health problems and have been linked to heart and lung diseases.

**Table 3: Annual Air Emissions Reduced by SmartTrips Green Line 2010**

Emission Type	Pounds Reduced
VOC	137,325
Nitrogen Oxide	115,297
Carbon Monoxide	1,557,647
Carbon Dioxide	47,537,388

**Table 4: Annual Particulate Matter and Air Toxics Savings - SmartTrips Green Line 2010**

Particulate Matter	milligrams
Exhaust Particulate Matter 10 Microns (PM10)	267,032,129
Brake PM10	603,578,669
Tire PM10	386,290,348
Total PM10	1,256,901,147
Exhaust Particulate Matter 2.5 Microns (PM2.5)	242,999,237
Brake PM2.5	255,917,356
Tire PM2.5	96,572,587
Total PM2.5	595,489,180
<b>Air Toxics</b>	
Benzene	1,591,954,579
1,3-Butadiene	142,920,924
Formaldehyde	403,032,717
Acetaldehyde	293,712,918
Acrolein	19,874,959

<sup>4</sup> Based on Bureau of Transportation Statistics average fuel economy for passenger cars in 2008.

**PROPOSAL COVER FORM**  
**For**  
**Individualized Marketing Services**  
**RFP # 2016-16**

Livermore Amador Valley Transit Authority (LAVTA)  
Livermore, CA

DATE SUBMITTED:

NAME OF INDIVIDUAL SUBMITTING PROPOSAL:

CONTACT PERSON:

NAME UNDER WHICH BUSINESS IS CONDUCTED:

STREET ADDRESS:

MAILING ADDRESS, IF DIFFERENT:

TELEPHONE:

FAX:

BUSINESS LICENSE NUMBER:

CONDITIONS:

1. The undersigned understands that he/she will be bound by the Proposal as expressed by these forms if an award is made by LAVTA. The Contract will be in accordance with this Proposal.
2. The Request for Proposals, Required Forms, and Addenda, if any, are made a part of this Proposal.
3. The undersigned understands that any clarification made to the Proposal Form or any new and different conditions or information submitted in or with the Proposal Form, other than that requested, may render the Proposer unresponsive.

4. The undersigned acknowledges the receipt of the following Addenda:

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5. The undersigned understands that all proposals shall remain in effect for one hundred twenty (120) days from the date of the submittal.
6. The undersigned understands that LAVTA reserves the right to reject any or all Proposals or to waive any informality or technicality in any proposal in the interest of LAVTA.
7. The undersigned certifies that the Proposal includes all costs for labor, materials, taxes, insurance, overhead, profits, and all other costs necessary to perform the work in accordance with the Contract Documents.
8. The undersigned will submit five (5) sets of their proposal package and one electronic copy of the proposal on a CD or USB drive. The five sets of the proposal package and one electronic copy shall be placed in a sealed box (marked "Individualized Marketing Services Proposal, RFP 2016-"). The five sets of a proposer's proposal must be submitted as follows:

One original proposal with required signatures in ink by an officer of the proposer with the authority to bind the proposer to the terms of the RFP submitted in a separate securely sealed envelope marked as follows:

ORIGINAL: Individualized Marketing Services

Proposers are warned against making erasures or alterations of any kind without initialing each and every change.

Four sets of copies of the proposal submitted in a separate securely sealed envelope marked as follows:

COPIES: Individualized Services

One electronic copy of the PROPOSAL on CD or USB drive.

The sealed package shall, prior to 2:00 pm Pacific Time on July 29, 2016, shall be delivered to:

Beverly Adamo  
Director of Administrative Services  
Livermore Amador Valley Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551

9. The undersigned is prepared to sign the Sample Agreement without alterations or exceptions or if it is requesting modifications to the Sample Agreement and/or any requirements of this RFP, shall include such requested modifications in its proposal.

10. The undersigned confirms the commitment of adequate resources to meet LAVTA's quality and schedule expectations.

SIGNED:

The undersigned certify that we sign this Proposal Form with full and proper authorization to do so.

---

Signature, Printed Name, and Title

---

Signature, Printed Name, and Title

**IF CORPORATION:**

This Corporation is incorporated under the laws of the State of:

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\*If Consultant is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to LAVTA is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by laws).

## Price Proposal

***The sum of the entire budget must not exceed \$130,000***

<b>1. INDIVIDUALIZED MARKETING SERVICES</b>		
2. ACTIVITY MANAGER: LAVTA MANAGER OF MARKETING	<b>3. PERIOD OF PERFORMANCE</b>	
	FROM (Enter MM/DD/YYYY)	TO (Enter MM/DD/YYYY)

### DESCRIPTION OF COST ELEMENTS

4. DIRECT LABOR CATEGORIES	ESTIMATED HOURS	RATED PER HOUR (\$)	ESTIMATED COST (\$)	TOTAL ESTIMATED COST (\$)
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00
<b>TOTAL DIRECT LABOR</b>				<b>\$0.00</b>

5. MATERIALS/SERVICES SUPPORT	ESTIMATED COST (\$)	TOTAL ESTIMATED COST (\$)
	\$0.00	\$0.00
	\$0.00	\$0.00
<b>TOTAL MATERIALS/SERVICES /SUPPORT</b>		<b>\$0.00</b>

6. SOURCES/ASSUMPTIONS/OTHER CONSIDERATIONS	ESTIMATED COST (\$)	TOTAL ESTIMATED COST (\$)
	\$0.00	\$0.00
<b>TOTAL SUBCONTRACTORS</b>		<b>\$0.00</b>

7. TRAVEL	ESTIMATED COST (\$)	TOTAL ESTIMATED COST (\$)
	\$0.00	\$0.00
	\$0.00	\$0.00
<b>TOTAL OTHER DIRECT COSTS</b>		<b>\$0.00</b>

<b>8. TOTAL ESTIMATED COST</b>	<b>\$0.00</b>
9. COMPLETED BY (Printed Name, Telephone, and Email)	10. COMPLETION DATE
	11. SIGNATURE

### ***Instructions***

BLOCK 1. Project title

BLOCK 2. Activity Manager

Personnel responsible for project management

**BLOCK 3. Period of Performance**

Project start and end date

**BLOCK 4. Direct Labor**

Enter all proposed labor categories for the project, e.g., creative director, account manager, senior copywriter, etc., and the estimated hours for each related

The estimated cost for each labor category equals the estimated hours, multiplied by the hourly rate for the labor category. Determine the estimated cost for each entry and place the sum in the column marked Estimated Cost. Total the Estimated Cost Column and place it in the Total Direct Labor row in the Total Estimated Cost column.

**BLOCK 5. Materials/Services**

List all supplies, equipment, and services, such as printing/production for flyers, maps, give-ways, brochures, etc., necessary to complete the project.

**BLOCK 6. Sources/Assumptions/Other Considerations**

Itemize any additional other Direct Costs on a separate sheet. These costs may include items such as purchasing software for surveys, dollars set aside for coupons, cost for qualitative and quantitative research, etc. Enter the total in the total estimated cost column.

**BLOCK 7. Travel**

Use an overall estimated cost for travel combining such elements as air fare (coach), per diem, local travel and related expenses. It may be useful to arrive at an average cost per trip and multiply this cost by the number of estimated trips.

**BLOCK 8. Total Estimated Cost**

Enter the sum of the costs in tables 4 through 7

**BLOCK 9: Completed by**

Enter in name and contact information of Agency

**BLOCK 10: Completion date**

**BLOCK 11: Signature**

**SIGNED:** The undersigned certify that we sign this Price Proposal Form with full and proper authorization to do so.

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Company Name

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Signature, Printed Name, and Title

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Signature, Printed Name, and Title

\*If Consultant is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to LAVTA is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by laws).

**CERTIFICATION REGARDING WORKER COMPENSATION**

Contract with the LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY, 1362 Rutan Court, Livermore, California 94551, for Financial Auditing Services.

RFP # 2016-16

Labor Code Section 3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the work of this contract.

Dated: \_\_\_\_\_, 201\_\_  
(Proposer)

By \_\_\_\_\_  
\_\_\_\_\_  
(Official Title)

(SEAL)

(Labor Code Section 1861, provides that the above certificate must be signed and filed by the Proposer with the Authority prior to performing any work under this contract.)



## FAIR EMPLOYMENT PRACTICES CERTIFICATION

In connection with the performance of work under this contract, the Proposer agrees as follows:

1. The Proposer will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disabilities, marital status, or medical condition as defined in Government Code §12926. The Proposer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.

2. The Proposer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or workers' representative of the Proposer's commitments under this section; and the Proposer shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. The Proposer will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, LAVTA, or any other appropriate agency of the State of California designated by LAVTA for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by LAVTA as a basis for determining the Proposer to be not a "responsible Proposer" as to future contracts for which such Proposer may submit Proposals, for revoking the Proposer's pre-qualification rating, if any, and for refusing to establish, re-establish, or renew a pre-qualification rating for the Proposer.

LAVTA shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Proposer has violated the Fair Employment Practices Act and has issued an order under Government Code §12970 or obtained a court order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, LAVTA shall notify the Proposer that, unless it demonstrates to the satisfaction of LAVTA within a stated period that the violation has been corrected, the Proposer's pre-qualification rating will be revoked.

5. The Proposer agrees that should LAVTA determine that the Proposer has not complied with the Fair Employment Practices section of this contract then, pursuant to Labor Code Sections 1735 and 1775, the Proposer shall, as a penalty to LAVTA, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the Proposer. LAVTA may deduct any such damages from any monies due the Proposer.

6. Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent LAVTA from pursuing any other remedies that may be available at law.

7. Prior to award of the contract, the Proposer shall certify to LAVTA that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by LAVTA:

a. The Proposer shall provide evidence, as required by LAVTA, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.

b. The Proposer shall provide evidence, as required by LAVTA, that it has notified all sources of employee's referral (including unions, employment agencies, advertisements, Employment Development Department) of the content of the anti-discrimination clause.

c. The Proposer shall file a basic compliance report as required by LAVTA. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire or whether or not to hire.

d. Personally, or through its representatives, the Proposer shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:

(1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading, and training.

(2) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given an equal opportunity for employment.

e. The Proposer shall notify LAVTA of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its pre-qualification.

8. The Proposer will include the provisions of the foregoing Paragraphs 1 through 7 in every first-tier subcontract so that such provisions will be binding upon each sub consultant.

9. Statements and Payrolls. The Proposer shall maintain its records in conformance with the requirements included in the Information to Proposers and the following Special Conditions:

a. The submission by the Proposer of payrolls or copies thereof, is not required. However, each Proposer and sub-contractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.

b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.

c. The Proposer shall make its payroll records available at the project site for inspection by LAVTA and shall permit LAVTA to interview employees during working hours on the job.

The following certification is to be executed by every Proposer and enclosed and forwarded in a sealed envelope containing the Proposal. The person signing the certification shall state his/her address and official capacity.

### Fair Employment Practice Certification

The undersigned, in submitting a Proposal for performing work as specified in the Scope of Work hereby certifies that the Proposer will meet the above standards of affirmative compliance with the Fair Employment Practices Act.

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PROPOSER

---

SIGNATURE

---

PRINTED NAME OF SIGNER

---

TITLE

---

MAILING ADDRESS

---

CITY

STATE

ZIP CODE

---

TELEPHONE NUMBER

---

DATE

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
A CERTIFICATION CONCERNING CONTROL OF EMPLOYEES  
OF CONSULTANT**

The Consultant, by entering into this Agreement with LAVTA to perform or provide work, services or materials to LAVTA, does hereby certify and assure that in performing the services under this Agreement, the Consultant shall act as an independent contractor and shall have full control of the work and Consultant's employees. Consultant and its employees, under no circumstances whatsoever, shall imply or be considered as an agent(s) or employee(s) of LAVTA. Consultant employees, under no circumstances, shall be entitled to part of any pension plan, insurance, bonus, or any similar benefits which LAVTA provides its own employees.

Any infraction of this Certification shall be cause for termination of this agreement.

Authorized Representative of Proposer

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Signed

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Title

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Date

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APPENDIX B

PROPOSED LAVTA AGREEMENT

SAMPLE

THIS AGREEMENT, ("Agreement") made and entered into this \_\_\_ day of \_\_\_, 2016 by and between the **Livermore Amador Valley Transit Authority** (Authority), and \_\_\_\_\_ (Consultant).

**WITNESSETH**

WHEREAS, Authority desires to obtain a firm to provide Individualized Marketing Services and has issued a Request for Proposals dated \_\_\_\_\_, 2016 (which is attached hereto and incorporated as Attachment 1); and

WHEREAS, Consultant is qualified and willing to provide said Services and has submitted a proposal dated \_\_\_\_\_, 2016 (which is attached hereto and incorporated as Attachment 2).

**NOW, THEREFORE**, Authority and Consultant agree as follows:

**1. RENDITION OF SERVICES**

The Consultant agrees to perform services to Authority in accordance with the terms and conditions of this Agreement.

**2. SCOPE OF SERVICES**

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services described in Appendix A, as supplemented by Appendix B, except when inconsistent with Appendix A.

**3. SCHEDULE AND TIME OF COMPLETION**

The term of this Agreement shall commence upon Authority's issuance of a Notice to Proceed and shall continue for a base period of one year. LAVTA may offer a second year after assessment of the base year is complete. The Consultant shall complete all work under this Agreement pursuant to the schedule provided in Appendix A.

**4. COMPENSATION AND METHOD OF PAYMENT**

The Consultant agrees to perform all of the services included in Section 2 at the rates quoted in Appendix A's Price Proposal Form for the not-to-exceed price of \_\_\_\_\_ (\$XX,XXX). The compensation amounts shall include all labor, materials, taxes, storage, transportation, delivery, warranty, profit, overhead, insurance, subcontractor costs and all other costs and expenses incurred by the Consultant in the performance of the services under this Agreement.

The Consultant shall submit invoices detailing the Task Order, the services performed, the personnel performing these services, the hours worked and the applicable hourly rate of compensation. Submitted documentation must correspond to the hourly rates of compensation specified in Consultant's proposal.

Invoices shall be made in writing and delivered or mailed to Authority as follows:

Accounts Payable  
Livermore/Amador Valley Transit Authority  
1362 Rutan Court  
Suite 100  
Livermore, CA 94551

Consultant represents that Consultant's taxpayer identification number (TIN) is as evidenced by a completed Federal Form W-9.

The Authority shall make payment for each completed project within 30 days of receipt of proper statements or invoices for the work performed in full conformance with the solicitation requirements, and approved by LAVTA's Director of Administrative Services or Executive Director. The Authority reserves the right to withhold payment to the Consultant if the Authority determines that the quantity or quality of the work performed is unacceptable. The Authority shall provide written notice to the Consultant within 10 business days of the Authority's decision not to pay and the reasons for non-payment.

Additional services requested by the Authority shall be compensated in accordance with the fully burdened labor rates quoted in Appendix A's Price Proposal Form.

**5. CONSULTANT'S KEY PERSONNEL**

It is understood and agreed by the parties that at all times during the term of this Agreement that \_\_\_\_\_ shall serve as the primary staff person of Consultant to undertake, render, and oversee all of the services under this Agreement. Upon written notice by the Consultant and approval by the Authority, which will not be unreasonably withheld, the Consultant may substitute this person with another person, who may possess similar qualifications and experience for this position.

**6 CHANGES**

Authority may, at any time, by written order, make changes within the Scope of Work and services described in this Agreement. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed shall be made in the limit on compensation as set forth in Section 3. In the event that the Consultant encounters any unanticipated conditions or contingencies that may affect the scope of work or services, schedule or the amount of compensation specified herein, Consultant shall so advise Authority immediately upon notice of such condition or contingency. The written notice shall explain the circumstances giving rise to the unforeseen condition or contingency and shall set forth the proposed adjustment in schedule or compensation. This notice shall be given to the Authority prior to the time that Consultant performs work or services related to any proposed adjustment. The pertinent changes shall be

expressed in a written supplement to this Agreement prior to implementation of such changes.

**7. CONSULTANT'S STATUS**

Consultant is an independent consultant and not an employee or agent of Authority and has no Authority to contract or enter into any other agreement in the name of Authority. Consultant has, and hereby retains, full control over the employment, direction, compensation and discharge of all persons employed by Consultant who are assisting in the performance of services under this Agreement. Consultant shall be fully responsible for all matters relating to the payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Consultant shall be responsible for its own acts and those of its agents and employees during the term of this Agreement.

**8. INDEMNIFICATION**

Consultant shall defend, indemnify and hold harmless LAVTA, the City of Livermore, the City of Dublin, the City of Pleasanton, and the County of Alameda, and their respective council members, supervisors, directors, officers, agents and employees, or any of them (collectively "LAVTA Indemnitees") from all claims, demands, suits, loss, damages, injury and liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent act, or failure to act, of Consultant, its officers, agents, employees and subcontractors or any of them, under or in connection with this agreement; and Consultant agrees at its own cost, expense and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against LAVTA Indemnitees arising out of Consultant's negligent acts or failures to act, and to pay and satisfy any resulting judgments. This provision will survive termination or expiration of the Agreement. In the event any aspect of the foregoing provision is found to be void or unenforceable, a court shall interpret this provision to give the maximum protection available to the Authority under applicable law. This provision will survive termination or expiration of the Agreement.

**9. MAINTENANCE, AUDIT AND INSPECTION OF RECORDS**

All Consultant and subcontractors/subconsultants costs incurred in the performance of this Contract will be subject to audit. Consultant and its subcontractors/subconsultants shall permit LAVTA, or its authorized representatives to inspect, examine, make excerpts from, transcribe, and copy Consultant's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Agreement at any reasonable time, and to audit and verify statements, invoices or bills submitted by the Consultant pursuant to this Agreement. The Consultant shall also provide such assistance as may be required in the course of such audit. Consultant shall retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Agreement.

If, as a result of the audit, it is determined by LAVTA's auditor or staff that reimbursement of any costs including profit or fee under this Contract was in



excess of that represented and relied upon during price negotiations or represented as a basis for payment, the Consultant agrees to reimburse LAVTA for those costs within sixty (60) days of written notification by LAVTA.

**10. DATA TO BE FURNISHED BY AUTHORITY--CONFIDENTIALITY**

All data, reports, surveys, studies, drawings and any other documents and materials made available to Consultant by Authority for use by Consultant in the performance of its services under this Agreement shall be made available for information only and shall be returned to Authority at the completion or termination of this Agreement.

Any LAVTA materials to which the Consultant has access or materials prepared by the Consultant during the course of this Agreement ("confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services required by this Agreement.

Consultant shall not release any reports, information or promotional materials prepared in connection with this Agreement, whether deemed confidential or not, to any third party without the approval of the LAVTA.

**11. OWNERSHIP OF WORK**

- A. All communications, records, or other materials or documents originated, prepared, and in the process of being prepared, for the services to be performed by Consultant under this Agreement, including, but not limited to: designs, branding materials, strategies, creative briefs, advertisements, copy layouts, scripts, artwork, logos, slogans, images, illustration, reports, findings, analyses, submittals, conclusions, opinions, drawings, specifications, standards, process sheets, photographs, videos, manuals, technical reports and recommendations with respect to the subject matter of this Agreement and raw and underlying data of such materials, regardless of format or media, including software, reports and other documentation (all of the foregoing, collectively, the "Work Product"), shall be delivered to and become the property of LAVTA. LAVTA shall be entitled to access and to copy the Work Product during the progress of the Work. Any Work Product remaining in the hands of Consultant or in the hands of any subcontractor/subconsultant upon completion or termination of the work shall be immediately delivered to LAVTA and not later than within two (2) weeks of completion or termination of the Work. If any materials are lost, damaged or destroyed before final delivery to LAVTA, Consultant shall replace them at its own expense, and Consultant assumes all risk of loss, damage or destruction of or to such materials.
- B. Any specific knowledge of LAVTA proprietary information gained as a result of this Agreement shall be used exclusively to accomplish the Scope of Work outlined above and for no other purpose.

- C. Any and all rights of copyright to Work Product prepared under this Agreement are hereby assigned to LAVTA. Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. Consultant agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Work Product. Except for its own internal use, Consultant shall not publish or reproduce such Work Product in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of LAVTA
- D. Notwithstanding anything herein to the contrary, LAVTA acknowledges that as part of Consultant's provision of work hereunder, Consultant may utilize proprietary works of authorship including, without limitation, software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, that have been originated or developed by Consultant or by third parties under Agreement to, or which have been purchased by, Consultant (all of the foregoing, collectively, "Consultant's Information"). LAVTA agrees that Consultant's Information is and shall remain the sole property of Consultant or such third party. Consultant agrees that LAVTA shall be entitled to use Consultant's Information in connection with this Agreement, and shall grant to LAVTA a perpetual, royalty-free, irrevocable, worldwide, non-exclusive license to use all Consultant's Information and to create and use derivative works of Consultant's Information in connection with this Agreement.
- E. Consultant represents and warrants that it has or will have all appropriate licenses, agreements and/or ownership pertaining to all intellectual property, including but not limited to patents and copyrights, used in connection with the performance of its obligations under this Agreement. Consultant further represents and warrants that it will have all necessary rights to patentable and copyrightable materials, equipment, devices or processes not furnished by LAVTA used on or incorporated in the work and assumes all risks arising from the use of such patentable and copyrightable materials, equipment, devices, or processes.
- F. Consultant shall indemnify, defend and hold harmless LAVTA, its directors, officers, agents and employees to the maximum extent permitted by law from and against any and all claims, liabilities, losses, damages or expenses (including attorneys' fees and related costs, whether or not litigation has commenced), whether direct or indirect, arising out of, relating to, or in connection with the ownership, possession or use of any materials, equipment, devices, or processes that are protected by intellectual property rights, including patent, copyright and trade secret. In case such materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, Consultant, at Consultant's sole cost and expense, shall: (a) secure for LAVTA the right to continue using the materials, equipment, devices or processes by suspension of the injunction or by procuring a royalty-free license or licenses, or (b) replace such materials, equipment, devices, or processes with non-infringing materials, equipment, devices or processes that perform the same functions as the infringing item, or (c) modify them so

that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefore, without prejudice to any other rights of LAVTA. If the amount of time necessary to proceed with one of these options is deemed excessive by LAVTA, LAVTA may direct Consultant to select another option or risk default.

**12. TERMINATION**

LAVTA shall have the right to suspend or terminate this Agreement at any time by giving written notice to the Consultant. Upon receipt of such notice, the Consultant shall not commit itself to any further expenditure of time or resources.

If the Agreement is suspended or terminated for any reason other than a default by Consultant, LAVTA shall pay to Consultant all sums actually due and owing from LAVTA for all services performed and all expenses incurred up to the day written notice of effective date of suspension or termination is given, plus any costs LAVTA determines are reasonably and necessarily incurred by Consultant to effect such suspension or termination. If the Agreement is terminated for default, LAVTA shall remit final payment to Consultant in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Agreement up to the effective date of termination.

**13. DATA PROTECTION**

- (a) The Consultant warrants that, to the extent it processes any Personally Identifiable Information on behalf of LAVTA:
- (b) it shall act only on instructions from LAVTA; and
- (c) it has in place appropriate technical and organizational security measures against unauthorized or unlawful access, processing, theft, or security breach of Personally Identifiable Information and against accidental loss or destruction of, or damage to, Personally Identifiable Information.

In this clause 13, **Personally Identifiable Information** has the meaning given under California law.

**14. SUBCONTRACTS**

Consultant shall not subcontract all or any portion of its services under this Agreement without the prior written approval of the Authority, and any attempt thereat shall be void and unenforceable. In the event that Consultant enters into one or more subcontracts pursuant to this article, it is understood and agreed that the participating subcontractors shall be solely and directly responsible to Consultant, and Authority shall have no obligation to them.

**15. ASSIGNMENT OF AGREEMENT**

Consultant shall not assign this Agreement or any part thereof without prior express written consent of Authority, and any attempt thereat shall be void and unenforceable.

**16. NOTICES**

Except for invoices submitted by Consultant pursuant to Article 4, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To Authority:	Executive Director Livermore/Amador Valley Transit Authority 1362 Rutan Court Suite 100 Livermore, CA 94551
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To Consultant :

**17. NON DISCRIMINATION**

Consultant (and any subcontractors) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Consultant (and any subcontractors) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant (and any subcontractors) to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as Authority deems appropriate.

**18. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other characteristics protected under federal, state, or local laws. The Consultant shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

Consultant further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

**19. LAWS AND REGULATIONS**

Consultant shall comply with its standard of care with regard to any and all laws, statutes, ordinances, rules, regulations and procedural requirements of any national, state or local government and of any agency of such government, including Authority, which relate to or in any manner affect the performance of this Agreement. This Agreement and any related documents supplied hereunder are subject to the California Public Records Act.

**20. CHOICE OF LAW**

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of California applicable to agreements made and to be performed within the state.

**21. FORCE MAJEURE**

It is expressly agreed that if the Consultant shall be delayed or interrupted in the performance or completion of its work hereunder by any act, neglect or default of the Authority, or of any employee of the owner, or of any other consultant employed by the Authority, or by an embargo, war, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not restricted to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) or by any strike or labor dispute involving the Authority, or any manufacturer, supplier or carrier of the machinery, materials or supplies required hereunder, then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof.

**22. ENTIRE AGREEMENT**

This Agreement is the entire agreement of the parties. Consultant represents that in entering into this Agreement, it has not relied on any previous representations, inducements or understandings of any kind or nature.

**23. SEVERABILITY**

If any provision, or any portion of any provision, of any contract resulting from this proposal shall be held invalid, illegal or unenforceable, the remaining provisions or portions of any provisions shall be valid and enforceable to the extent possible.

**24. BENEFIT OF AGREEMENT**

This Agreement shall bind and benefit the parties hereto and their heirs, successors and permitted assigns.

**25. ATTORNEY'S FEES AND OTHER FEES**

Should either party institute any action to enforce this Agreement, or any provision hereof, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorney's fees.

SAMPLE

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

**THE LIVERMORE AMADOR VALLEY  
TRANSIT AUTHORITY**

\_\_\_\_\_  
Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
By\*

\_\_\_\_\_  
Title

\_\_\_\_\_  
By\*

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Attorney for the Authority

\*If Consultant is a corporation, two corporate officers must sign on behalf of the corporation as follows: (1) Chairman of the Board, President, or Vice President; and (2) Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Financial Officer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to LAVTA is provided, demonstrating that such individual is authorized to bind the corporation (e.g., a copy of a certified resolution from the corporation's board or a copy of the corporation's by laws).