

Phase 1 Institutional, Partnership, and Financial Plan

CALACT ITS4US Deployment Project

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16. Abstract <p>This project aims to address the need for riders who use demand-responsive services, rural riders, and riders with disabilities to have equal access to the real-time trip planning technologies already available for fixed-route transit, as well as Transportation Network Companies. Fixed- route transit rider information has developed quickly in the last 15 years, but is generally limited to smartphone users in urbanized areas. General Transit Feed Specification (GTFS) data, the most common transit schedule exchange data format, does not require the inclusion of accessibility information that ensures riders with vision, mobility, hearing, and cognitive disabilities can access the transit service information.</p> <p>The Institutional, Partnership, and Financial Plan documents all stakeholder or partnership agreements on concept, objectives, institutional and financial arrangements necessary for project deployment. Section 1 provides an overview of the ITS4US Deployment Project as a whole. Section 2 describes the project partnerships and partnership activities. Section 3 details all agreements and contracts with the US Department of Transportation (USDOT) as well as local, institutional, and business partnerships. Section 4 describes anticipated risks and mitigation strategies. Section 5 describes how management and governance structures are expected to change post-deployment. Finally, Section 6 details all ADA transition plans expected to occur over Phases 2 and 3 of the project.</p> <p>The Complete Trip - ITS4US Deployment Program is a \$40 million multimodal effort, led by the ITS JPO and supported by OST, FHWA, and FTA to identify ways to provide more efficient, affordable, and accessible transportation options for underserved communities that often face greater challenges in accessing essential services. The program aims to solve mobility challenges for all travelers with a specific focus on underserved communities, including people with disabilities, older adults, low-income individuals, rural residents, veterans, and limited English proficiency travelers.</p>					
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1 Introduction

The purpose of the Institutional, Partnership, and Financial Plan (IPFP) is to document all stakeholder or partnership agreements on concept, objectives, institutional and financial arrangements necessary for the successful deployment and operation of the deployment, as well as how these arrangements are expected to change in the post-deployment period.

Section 1 provides an overview of the ITS4US Deployment Project as a whole. Section 2 describes the project partnerships and partnership activities. Section 3 details all agreements and contracts with the US Department of Transportation (USDOT) as well as local, institutional, and business partnerships. Section 4 describes anticipated risks and mitigation strategies. Section 5 describes how management and governance structures are expected to change post-deployment. Finally, Section 6 details all ADA transition plans expected to occur over Phases 2 and 3 of the project.

1.1 Project Background

The CALACT project addresses the clear need for riders who use demand-responsive services, including riders with disabilities, to have equal access to the real-time trip planning technology that is already available for urban fixed-route transit. Nearly 300 of the over 500 transit operators in California, Oregon, and Washington deliver a form of demand-responsive service. Rider characteristics of these services likely differ substantially from those on fixed-route services as rural residents and people with disabilities are more likely to be low-income, unable to use fixed-route services due to disability, and/or are living in a physically isolated environment.

The demand-response systems themselves offer a lower quality of rider experience, where would-be passengers must find a transit provider that will serve their needs, call a dispatch system to plan and reserve their trip, requiring a long lead time (typically at least a day in advance), and allowing little room for flexibility. The trip planning experience of demand-response systems is further and uniquely burdened by a complex web of determining operator coverage area, for what qualifications that operator or specific service within that operator's service menu they qualify, if the operator has availability, if they need to pay and how. Unlike fixed route services, which have a well-established data standard and a stable industry of third-party trip planning services, and private Transportation Network Companies (TNCs), which produce their own seamless and instantaneous booking and payments flows, demand-responsive transit lacks the technical solutions which could ease these burdens for their riders. There's no comparable desktop or smartphone experience and no other innovations which exist to untangle these webs of availability, reservations, or payments.

Most fixed route users in the three-state region have access to real-time information about transit services through any mobile device. However, very few users have that information about public demand-responsive transit, and none have that information except through custom proprietary systems implemented at a few local agencies. Further, users of fixed-route services who would like more access to details regarding the transit system accessibility features and other amenities often cannot easily find that information.

The particular underserved communities the project focuses on are people with mobility disabilities, people with vision disabilities, people with cognitive and developmental disabilities, people with hearing disabilities, older adults, low-income populations, rural residents, veterans, and people with limited English proficiency.

This project is one of five deployments of the Complete Trip - ITS4US Deployment Program, led by the ITS JPO and supported by Office of the Secretary (OST), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). These deployments were selected to showcase innovative business partnerships, technologies, and practices that promote independent mobility for all travelers regardless of location, income, or disability. The Complete Trip - ITS4US Deployment Program is carried out in three phases over five years: Concept Development (current phase), Design and Testing, and lastly Operations and Evaluation. There is a post-deployment operations and maintenance phase for an additional five years. The intended outcomes for the CALACT deployment are to improve the user experience and cost efficiency of demand responsive transit for riders at agencies throughout the Washington, Oregon, and California.

Project partner (subcontractor) organizations currently involved in Phase 1 work include:

- Oregon Department of Transportation (ODOT): Agency outreach in Oregon, member of PMT, transit directory product manager
- Washington Department of Transportation (WSDOT): Agency outreach in Washington, member of PMT, transit analysis product manager
- California Department of Transportation (Caltrans): Agency outreach in California, member of PMT, payments product manager
- Washington State Transit Association (WSTA): Support agency outreach in WA and assist with event coordination
- Trillium, an Oregon small business: Concept design, report writing and product management support
- Compiler LA, a California small business: Software systems requirements and data management lead
- Tamika L. Butler Consulting, a California small business: Internal evaluation and stakeholder engagement
- Mark Wall Associates, a California small business: Agency outreach and support for reporting and project administration
- Estolano Advisors, a California small business: Agency and stakeholder outreach support
- Garnet Consulting, an Oregon small business: Report writing and administrative support
- California Partners for Advanced Transportation Technology at UC Berkeley: Project evaluation and stakeholder safety and human use leads

- MobilityData IO, a Canadian nonprofit: Data specification development and technology readiness assessment lead
- Transit, a Canadian private corporation registered for business in the US: Technical advice on customer interface needs and development
- Navilens, a Spanish private corporation registered for business in the US: Digital accessible signage and text to speech product leads
- Google, an American public corporation (unfunded): Participation in an advisory and user testing coordination role

Proposed Phase 2 and 3 partnerships will be discussed in Section 3 below.

1.1.1 Proposed System

The proposed system aims to provide an improved trip planning experience to people who use public transit, especially demand-responsive transit. Users of these kinds of transit services are often members of underserved communities and thus have transportation needs apart from those that are met by standard fixed-route bus/rail service trip planning systems. For example, a rider with a mobility disability may need to know what kinds of services exist in their area that can offer door-to-door service. They may also need to know whether the vehicles operated can accommodate their mobility device and whether it has a lift, the weight capabilities of that lift, and if a wheelchair securement area will be available. However, the ways in which these various needs are met by a given operator are not made clear in the current trip planning environment. In fact, these services are not typically represented through online trip planners at all.

The CALACT ITS4US project aims to close this gap in the transit trip planning environment by extending existing data standards, developing data pipelines for standardized data sets, assisting operators in creating necessary data within the deployment region, and lastly by enacting various governance functions to manage newly formed relationships surrounding these data and standards of data quality. Focusing on the needs of specific underserved riders as identified within the ConOps, the intended result is that these system components work in concert to bring complete and accurate transit information to third-party trip planning applications so that underserved riders can also experience the full benefit of those tools.

The goals of the project are met through the establishment of the following proposed system, as illustrated in Figure 1 on the next page. More details on the proposed system can be found in section 5.2 of the ConOps or section 2.3 of the SyRS.

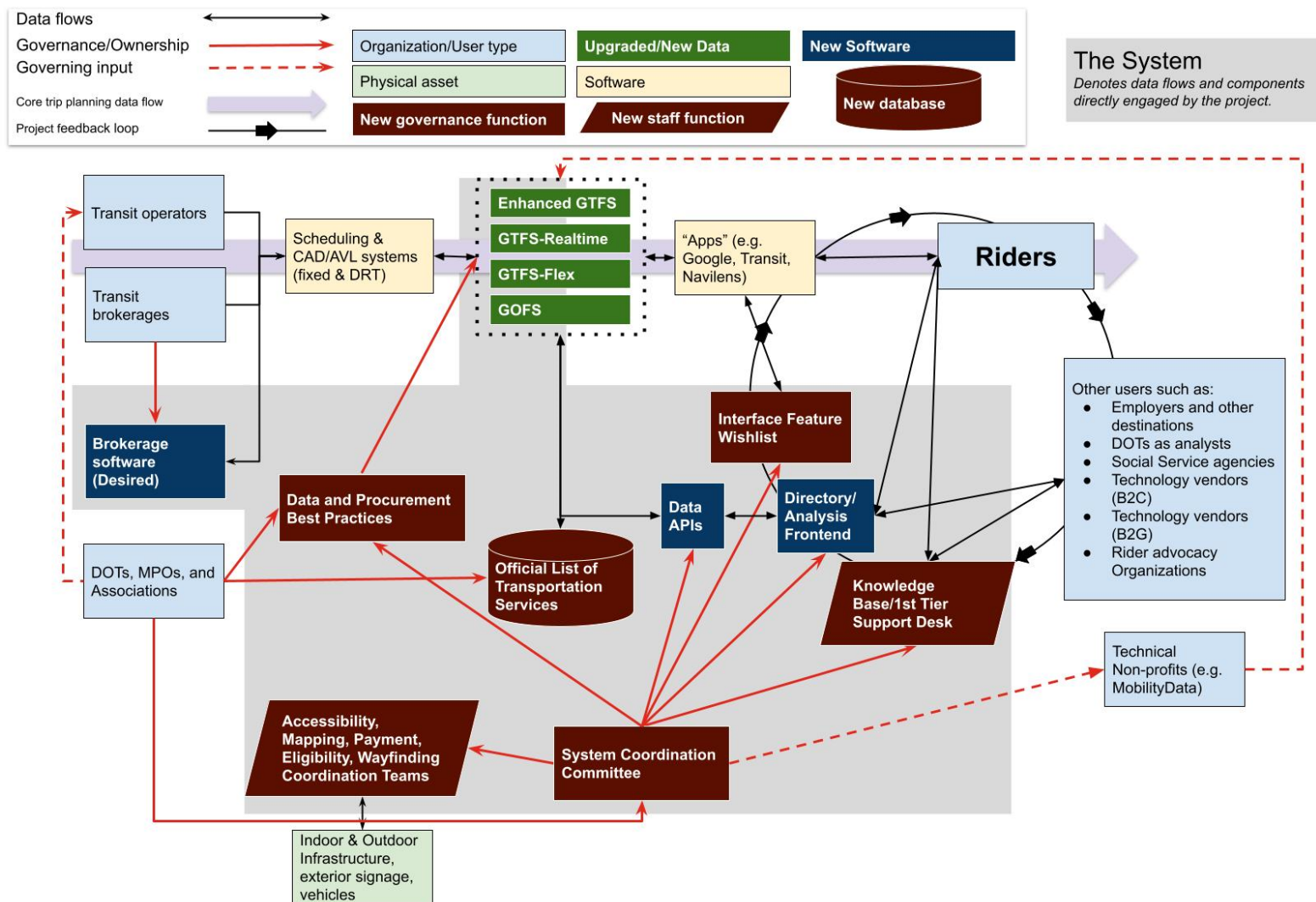


Figure 1. Detailed System Context Diagram

1.1.2 Deployment Sites

The CALACT ITS4US project is being deployed across 4 different sites. A brief description of each Deployment Site is included below:

Deployment Site 1: Region-wide

This deployment site encompasses the three states of Washington, Oregon, and California and can include any operator with service in that region. The focus of Deployment Site 1 is to provide GTFS and various GTFS extension data from as many operators as possible to establish as much data coverage as possible. The Deployment Site is also characterized by the coordinated effort between the three state DOTs to establish agreed-upon data guidelines for regional transit, and the publication of standardized data through the Data APIs. Because Deployment Site 1 encompasses the entire region, the three additional Deployment Sites below are subsidiary deployment sites to Deployment Site 1. In those areas, Deployment Site 1 system components will be implemented along with additional components.

Deployment Site 2: Coordinated, community transportation region

This deployment site encompasses the Puget Sound area of Washington State. A local operator will serve as the lead agency in this deployment site and provide a connected One-Call One-Click system. This third-party One-Call One-Click system will be built on top of the Data APIs among other software dependencies. This One-Call One-Click system will integrate transit services in the area, including non-emergency medical transportation and community transit.

Deployment Site 3: Rural area with connecting services and small urban communities

This deployment site encompasses three counties in Southern Oregon including multiple small urban communities and rural areas. Deployment Site 3 has various overlapping demand-response and fixed route services and thus will serve as a good location to pilot the 1st Tier Support Desk and the integration of a microtransit service into a frontend interface through the use of an open data specification.

Deployment Site 4: Large urban and suburban region with diverse service offerings including rail

This deployment site encompasses the San Bernardino County area in California with a focus on the city of San Bernardino around the regional transit center. This area has frequent intercity bus and rail connections which present complex wayfinding accessibility challenges. The project intends to provide better pathway information, digital infrastructure and wayfinding signage, and fares data showing inter-agency discounts to improve the rider experience in the deployment area.

1.2 Intended Audience

The intended audience of this document is the CALACT team, including its subcontractors and stakeholder subcommittee chairs and members, as well as the USDOT program management team. Academic and practitioner stakeholders who may find this document useful are considered as well.

1.3 Relevant Sources

CALACT Project Management Plan, USDOT (2021),

CALACT Phase 1 Concept of Operations (ConOps), USDOT (2021), FHWA-JPO-21-858, <https://rosap.ntl.bts.gov/view/dot/58186>.

CALACT Phase 1 Data Management Plan (DMP), USDOT (2021), FHWA-JPO-21-866, <https://rosap.ntl.bts.gov/view/dot/58672>.

CALACT Phase 1 Performance Measurement and Evaluation Support Plan (PMESP), USDOT (2021), FHWA-JPO-21-876, <https://rosap.ntl.bts.gov/view/dot/60128>.

CALACT Phase 1 Human Use Approval Summary (HUAS), USDOT (2021), FHWA-JPO-21-896.

CALACT Phase 1 Outreach Plan, USDOT (2022), FHWA-JPO-21-911.

CALACT Phase 1 Systems Engineering Management Plan (SEMP), USDOT (2022), FHWA-JPO-21-916.

2 Project Team

The contract recipient for Phase 1 is the California Association for Coordinated Transportation (CALACT). The project has been led by senior leadership on the Project Management Team (PMT), which includes representatives from CALACT as well as the participating state DOTs (Institutional Partnerships). As described in the Phase 1 Project Management Plan, Thomas Craig of CALACT served in the capacity of System Development Lead and was the primary technical manager of subcontractors. Jacklyn Montgomery of CALACT was Project Management Lead and led communication with the COR and reporting to the USDOT and contract management for the project. The PMT takes direction from the USDOT and oversees the Project Leadership Committee, which includes all project consultants. Project consultants in turn are divided into Local Partnerships, which includes stakeholder chairpersons, Business Partnerships, which includes all technical consultants, and Other Partnerships, which includes the Independent Review Board.

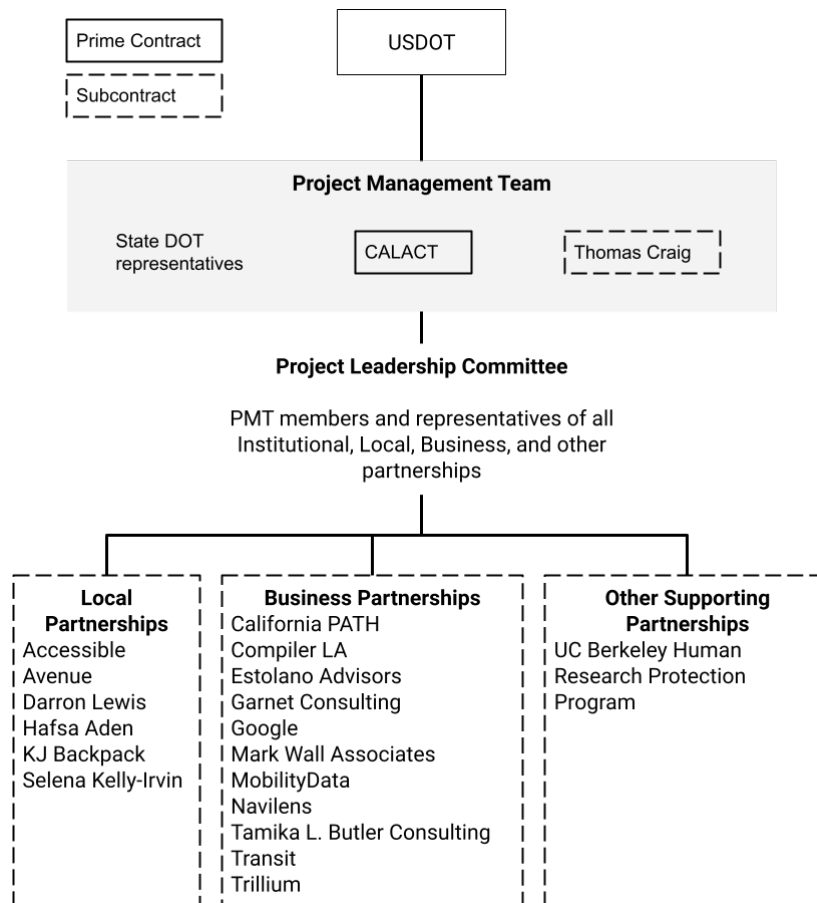


Figure 2. Phase 1 Organizational Structure

There were a number of important lessons learned during Phase 1. Generally, the structure used for Phase 1 was effective. It provided a broad array of voices and considerations to be taken into account during decision making. The Phase 1 structure also demonstrated the difficulty of centralizing all technical subcontractor management under one manager. The complexity and breadth of the project make such a technical project management role untenable, especially when faster-paced design and development work is needed during future phases. This was a key consideration in assigning two sub managers, which will break subcontractor management into multiple functionalities. Further, Phase 1 demonstrated the effectiveness of team members who have extensive engagement with the project and fully understand all components of the project. Small engagements require significant context building which is difficult in a project that has many separate components. This led to the development of a Phase 2 and 3 organizational charge that included more individuals engaged in the project for a larger portion of their individual capacity, while maintaining structured ways to bring in diverse specialist engagement where needed.

The Public Agency Site Lead will be Victor Valley Transit Authority (VVTa). The Public Agency Site Lead will assume the prime contract with the USDOT and a subcontract with a Project Management Organization (PMO). The PMO, CALACT, will establish subcontracts with all other organizations that will perform services for the project. CALACT's private non-profit status, organizational size, familiarity with the ITS4US project framework, make it an effective organization to procure and maintain the contracts which will be necessary to perform the project.

During the Phases 2 and 3, the new System Coordination Committee will be the main governing body over the project, including a representative of each of the state DOTs as well as the PMO. The body replaces the PMT from Phase 1 as the small group of key stakeholders that advises the Project Manager and consents to major project decision.

The Project Manager will lead communications with the USDOT (including other project team members as required) and oversee the day-to-day operations of the PMO and all project operations, including directly managing the Technical Advice and the Training Support contracts. The Project Manager will manage the Data and Software Manager, the Deployment Manager, and the Administrative Support team. The Project Manager will be provided as an in-kind contribution to the project from WSDOT, a local funding partner of the project.

The Data and Software Manager will oversee the Senior Developer, Data Junior Staff, and all contracted development services. The Deployment Manager will oversee the Performance Measurement Contractor as well as manage coordination with the Deployment Sites and the vendors providing Digital Signage and the Frontend Rider App. This organizational structure is laid out in Figure 3

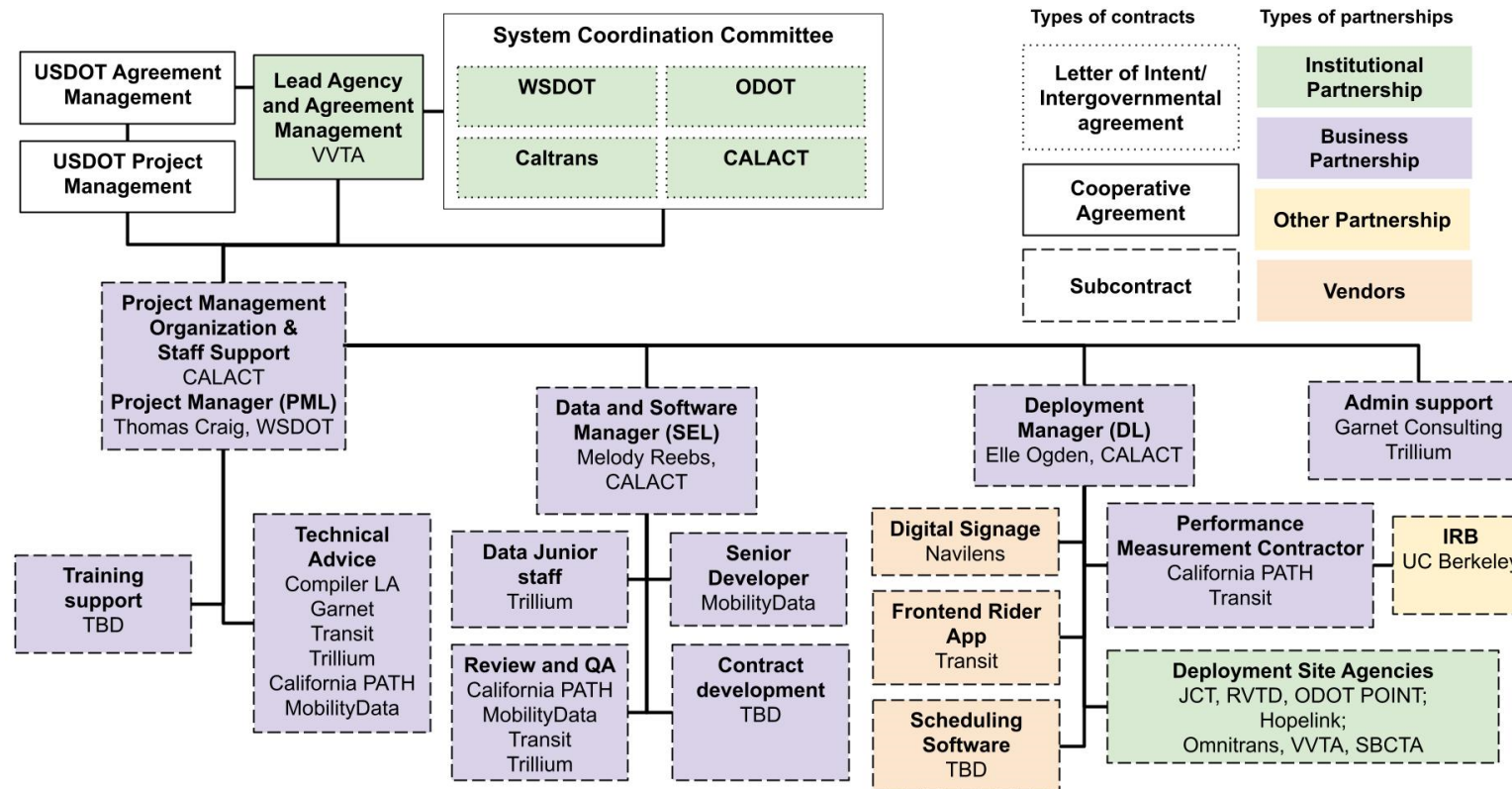


Figure 3: Phase 2 & 3 Organizational Structure

Many project partners from Phase 1 are continuing into Phase 2. As the organizational structure and systems engineering approach of Phase 2 and 3 were detailed, it was determined mutually among some project partners that business partnerships originally envisioned at the time of application were not practical. Generally, this was related to 1) the need for management/key personnel staff dedicating large numbers of hours to the project or 2) the focus of the project on governance resources as opposed to user-facing software.

Section 2.1 and Table 1 list all project partners, their role(s), and the phases in which they are expected to participate in the project.

2.1 Partnership Status Summary

The following table documents the status of current and developing agreements, contracts, and subcontracts among partner organizations. The column under 'Type of Agreement' lists information regarding the documentation that describes the partnership with the project of the relevant organization during each Phase. Under 'Type of Partnership' is listed the roles each organization assumes under the agreement. In the status column, each agreement is listed as "TBD", "in negotiations", "negotiated, pending award", or "completed".

Table 1. Partnership Status Summary

Organization	Type of Agreement	Type of Partnership	Status
Institutional Partnerships			
Basin Transit Phase 2 & 3	Potential deployment partner agreement or informal partnership	Deployment site agency	<i>In negotiations</i>
CALACT Phase 1	Prime contract holder	Prime Contractor, PMO	<i>Completed</i>
CALACT Phase 2 & 3	Subcontractor	PMO, SCC member, Data and Software Manager, financial match	<i>Negotiated, pending award</i>
Caltrans Phase 1	Letter of Intent	PMT member	<i>Completed</i>
Caltrans Phase 2 & 3	Informal stakeholder coordination	SCC member, financial match	<i>Negotiated, pending award</i>
Hopelink Phase 2 & 3	Deployment partner agreement	Deployment site agency	<i>Negotiated, pending award</i>
Josephine County Transit (JCT) Phase 2 & 3	Deployment partner agreement	Deployment site agency	<i>Negotiated, pending award</i>
Klamath Tribe Phase 2 & 3	Potential deployment partner agreement or informal partnership	Deployment site agency	<i>In negotiations</i>

Organization	Type of Agreement	Type of Partnership	Status
ODOT Phase 1	Letter of Intent	PMT member	<i>Completed</i>
ODOT Phase 2 & 3	Letter of Intent	SCC member, financial match	<i>Negotiated, pending award</i>
ODOT (POINT bus) Phase 2 & 3	Deployment partner agreement	Deployment site agency	<i>Negotiated, pending award</i>
Omnitrans Phase 2 & 3	Deployment partner agreement	Deployment site agency	<i>Negotiated, pending award</i>
Rogue Valley Transportation District (RVTD) Phase 2 & 3	Deployment partner agreement	Deployment site agency	<i>Negotiated, pending award</i>
San Bernardino County Transportation Authority (SBCTA) Phase 2 & 3	Deployment partner agreement	Deployment site agency	<i>Negotiated, pending award</i>
VVTA Phase 1	Informal stakeholder coordination	Informal community partner	<i>Completed</i>
VVTA Phase 2 & 3	Prime contractor	Prime Contractor	<i>Negotiated, pending award</i>
WSDOT Phase 1	Letter of Intent	PMT member	<i>Completed</i>
WSDOT Phase 2 & 3	Letter of Intent	SCC member, financial match (in kind Project Manager and other staff support)	<i>Negotiated, pending award</i>
WSTA Phase 1	Letter of commitment	Stakeholder	<i>Completed</i>
Business Partnerships			
California PATH Phase 1	Subcontractor	Business partnership	<i>Completed</i>
California PATH Phase 2 & 3	Subcontractor to CALACT	Technical advice, review& QA, performance measurement	<i>Negotiated, pending award</i>
Compiler LA Phase 1	Subcontractor	Business partnership	<i>Completed</i>
Compiler LA Phase 2 & 3	Subcontractor to CALACT	Technical advice, Data APIs	<i>Negotiated, pending award</i>
Estolano Advisors Phase 1	Subcontractor	Business partnership	<i>Completed</i>

Organization	Type of Agreement	Type of Partnership	Status
Garnet Consulting Phase 1	Subcontractor	Business partnership	<i>Completed</i>
Garnet Consulting Phase 2 & 3	Subcontractor to CALACT	Technical advice, admin support	<i>Negotiated, pending award</i>
Google Phase 1	Informal stakeholder coordination	Informal stakeholder coordination	<i>Completed</i>
Mark Wall Associates Phase 1	Subcontractor	Business partnership	<i>Completed</i>
MobilityData IO Phase 1	Subcontractor	Business partnership	<i>Completed</i>
MobilityData IO Phase 2 & 3	Subcontractor to CALACT	Technical advice, Data APIs	<i>Negotiated, pending award</i>
Navilens Phase 1	Subcontractor	Business partnership	<i>Completed</i>
Navilens Phase 2 & 3	Subcontractor to CALACT/vendor	Digital signage vendor	<i>Negotiated, pending award</i>
Tamika L. Butler Consulting Phase 1	Subcontractor	Business partnership	<i>Completed</i>
Thomas Craig Phase 1	Subcontractor	PMT member, project manager	<i>Completed</i>
Transit Phase 1	Subcontractor	Business partnership	<i>Completed</i>
Transit Phase 2 & 3	Subcontractor to CALACT/vendor	Technical advice, Frontend Rider App vendor, performance measurement	<i>Negotiated, pending award</i>
Trillium Phase 1	Subcontractor	Business partnership	<i>Completed</i>
Trillium Phase 2 & 3	Subcontractor to CALACT	Technical advice, review & QA, admin support	<i>Negotiated, pending award</i>
Local Partnerships			
Hafsa Aden Phase 1	Subcontractor	Local partnership – stakeholder committee chairperson	<i>Completed</i>
Accessible Avenue Phase 1	Subcontractor	Local partnership – stakeholder committee chairperson	<i>Completed</i>
Darron Lewis Phase 1	Subcontractor	Local partnership – stakeholder committee chairperson	<i>Completed</i>
KJ Backpack Phase 1	Subcontractor	Local partnership – stakeholder committee chairperson	<i>Completed</i>

Organization	Type of Agreement	Type of Partnership	Status
Selena Kelly-Irvin Phase 1	Subcontractor	Local partnership – stakeholder committee chairperson	<i>Completed</i>
TBD Phase 2	Subcontractor	Outreach contractors and local partners assisting in outreach that have not yet been determined. These outreach partners will be critical in supporting connections with riders to ensure the project is continuing to support actual rider needs.	<i>TBD</i>
Other Supporting Partnerships			
UC Berkeley Human Research Protection Program Phase 1	Via California PATH subcontract	Independent Review Board	<i>Completed</i>
UC Berkeley Human Research Protection Program Phase 2 & 3	Via California PATH subcontract	Independent Review Board	<i>Submission to take place in Phase 2</i>

2.2 Deployment Partnership Coordination Activities

This section includes descriptions of the broad agreement on the ConOps, performance measures and targets, operational changes associated with the deployment, governance framework and processes, data sharing agreements, and financial agreements. The following table provides a quick overview of how each project partner continuing to Phase 2 & 3 was involved in the creation of these documents and processes:

Table 2. Partner Roles in Plan Development, Updates, and Implementation

Organization	ConOps	Performance Measurement Plan	Ops. Changes & SyRS	Governance	DMP/Data Sharing Agmts.	Financial Agmts.
CALACT	All	All	All	PMT member	All	All
Caltrans	Review	Review	Review	PMT member	Review	Individual doc review
ODOT	Review	Review	Review	PMT member	Review	Individual doc review
WSDOT	Review	Review	Review	PMT member	Review	Individual doc review

Organization	ConOps	Performance Measurement Plan	Ops. Changes & SyRS	Governance	DMP/Data Sharing Agmts.	Financial Agmts.
California PATH	Review	Drafting/Advising	Review	PLC member	Review	Individual doc review
Compiler LA	Review	Review	Drafting/Advising	PLC member	Drafting/Advising	Individual doc review
Garnet Consulting	Drafting	Drafting	Editing	PLC member	Editing	Admin support, individual doc review
MobilityData IO	Review	Review	Review	PLC member	Review	Individual doc review
Navilens	Review	Review	Review	PLC member	Review	Individual doc review
Thomas Craig	All	All	All	PMT/PLC member	All	All
Transit	Review	Review	Review	PLC member	Review	Individual doc review
Trillium	Drafting	Review	Drafting	PLC member	Review	Individual doc review

Throughout Phase 1 all project partners were regularly engaged in Project Leadership Committee (PLC) meetings which provided updates about the activities of the project, links to draft and final reports, and an overview of key content needing review. Partners regularly provided feedback both in meetings and outside of PLC meetings, during all stages of the deployment plan development process. Phase 1 partners who are not continuing with the project are not included in the table because there is not project concern regarding their concurrence with project plans and processes. All new project partners who are joining for Phases 2 & 3 have been provided with copies of all published documents and the Phase 2 & 3 organizational charts and given the opportunity to read and ask questions before agreeing to participate. Project leadership is confident that there is strong understanding of the project support from all project partners.

2.2.1 Concept of Operations (ConOps)

The ConOps document was written through a coordinated effort by CALACT and subcontractors Trillium and Garnet Consulting, as well as collaboration with dozens of stakeholders across various groups identified in the final ConOps. The content of the document is based on an iterative process of feedback gathering and review.

First, CALACT subcontractor Thomas Craig worked with subcontractors Mark Wall Associates and the Stakeholder Chairpersons (Hafsa Aden, Darron Lewis, KJ Backpack, Accessible Avenue, and Selena Kelly-Irvin) to design and implement a rider feedback interview process. The Stakeholder Chairpersons as well as PLC members assisted with recruiting interview participants in the identified stakeholder categories. Notes from participant interviews were used to create a spreadsheet of collected User Needs.

The User Needs spreadsheet was then reviewed by all PLC members. PLC members provided notes and ranked User Needs to assist with removing duplicative needs and evaluate which needs were outside of the project scope. The remaining needs were ranked and prioritized into Required, Desirable, and Optional needs.

The edited list of User Needs was then used to inform the contents of the ConOps, including the Operational Scenarios, Proposed System, and planned project components.

Once the ConOps was drafted, CALACT facilitated a public webinar to encourage additional feedback. The ConOps continues to be updated as the project moves forward.

2.2.2 Performance Measures and Targets

Performance measures and targets for the project are laid out in the Performance Measurement Evaluation and Support Plan (PMESP), which was drafted as a coordinated effort between Performance Measurement Team, which included subcontractors Thomas Craig, Mark Wall Associates, California PATH, Tamika L. Butler Consulting, and Garnet Consulting.

The Performance Measurement Team met on a bi-weekly basis to draft and discuss potential performance measure based off of the ConOps and User Needs. Potential performance measures were presented at PLC meetings, where other project partners provided feedback. Based on this feedback, the Performance Measurement Team was able to finalize the performance measures and draft the PMESP.

2.2.3 Operational Changes

The project team considered and proposed specific operational changes through the User Needs and System Requirements development process. The System Requirements Specification (SyRS) document was drafted through collaboration between subcontractors Thomas Craig, Compiler LA, and Trillium.

The drafted user needs and system requirements were provided to the PLC for feedback before being implemented into the first draft of the ConOps and SyRS. This draft was then summarized in the ConOps and SyRS Walkthrough Briefing Deck which informed the ConOps and SyRS walkthroughs. The walkthroughs were spread out over a week with different focuses for each session. At the same time, project subcontractors Estolano Advisers and Garnet Consulting designed and conducted a series of stakeholder interviews to encourage stakeholder engagement and ensure that the system proposed in the ConOps and SyRS would actually be helpful to riders and other stakeholders. Feedback from interviewees was summarized in an Interview Summary report and feedback was passed along to PLC members in the context of editing the SyRS.

The feedback gathered through these processes helped the project identify the different impacts the proposed system might have on stakeholders. The expected operational and organizational impacts for general stakeholder groups are described in Section 7.1 and 7.2 of the ConOps. These expected impacts were reviewed with stakeholders and partners, to identify specific operational changes are expected for the partners of the project.

2.2.3.1 State DOTs, MPOs, and Associations

ODOT, WSDOT, and Caltrans have committed to adapting the manner in which they provide services to transit agencies within their state in order to support the goals of the project. Exactly what changes will be made is not currently specified by any of these organizations, but the ITS4US process has been identified as one useful way of structuring the internal and external conversations that must happen in order to successfully adapt operations. These organizations will use the SCC and project deployment sites as venues within which to learn and test out ideas for organizational change. Each DOT will share with the others within the SCC initiatives taking place within their organizations that might support the project, as well as lessons learned. Where appropriate, these organizations will make mutual commitments to activities through the Intergovernmental Agreement to be established, that will solidify long-term operational changes that must be sustained for system maintenance.

2.2.3.2 Transit Operators

A goal of the system is to minimize the long-term additional work performed by stakeholders in order to increase data quality. This goal is especially important for transit operators, who often do not have the capacity to take on additional staff or adjust responsibilities of current staff roles. The project team will manage deployment activities in a way that minimizes impacts on transit agency partners. Technical support will be provided to make required tasks as simple as possible for operators. Where possible, feedback will be gathered during productive activities and standard project communications, in order to limit unnecessary information requests. The Deployments Manager position is specifically focused on managing transit operator relationships in order to support transitions to new technologies without requiring difficult tasks outside the standard scope of agency operations.

2.2.3.3 Software Vendors

Significant new investments will be required of private companies in order to adapt to new data standards. New software investments are routine for scheduling and CAD/AVL software vendors like all software companies, and increasingly participating in standards development bodies is also routine for these same businesses. The growth in activity on GTFS specification discussion lists and within the MobilityData organization by private vendors indicates the willingness of these companies to make the needed operational changes, granted the existence of a market to sell the resulting services to. The software vendors working as partners to this project, as well as many other software vendors which have been engaged as stakeholders, have identified willingness to make private investments that would support the publication or use of the standards supported by this project.

2.2.4 Governance Framework and Processes

Governance framework and processes for Phase 1 have remained stable throughout the project. The PMT provided high level oversight while the PLC leads more of the day-to-day operations. The PMT met weekly and the PLC met biweekly to ensure project coordination and that project

partners are informed and can give regular feedback. Project partners were given opportunities to provide feedback if needed on governance practices to the PMT and open communication was encouraged.

Governance for Phases 2 and 3 is based on the organizational structure proposed by the PMT to account for all positions needed for deployment. The proposed org chart, position descriptions, and budget were provided to all members of the PLC for comment ahead and was presented at a PLC meeting. During discussions with local deployment site agency partners, and all Phase 2 planned partners, the proposed organizational structure and governance plan were presented feedback was accepted. Feedback was collected, considered, and implemented prior to issuing a final draft of the proposed org chart for Phases 2 and 3.

2.2.5 Data Sharing Agreements

All project plans for data management are outlined in the Data Management Plan (DMP), including plans for data sharing agreements, and have been shared with current and planned partners. Data sharing formalize and specify expectations of what, when, and how project-related data will be handled and shared between data owner(s) and steward(s). This documentation is planned for Phase 2. The project intends to execute data sharing agreements that base terms and conditions on current and emerging standards for privacy and security, such as NIST 800-53, and in the spirit of California Consumer Privacy Act and similar privacy protection laws. At this time there are no current or drafted data sharing agreements. These will be designed and developed after the finalization of the Phase 2 Data Management Plan and the refined Performance Measurement approach.

2.2.6 Financial Agreements

Phase 1 financial agreements are included within the prime contract and all subcontracts, with details provided in Section 3.

Phase 2 and 3 financial agreements for local partners, business partners, and vendors, will be included within their subcontractor agreements. These arrangements will be based on the budgets included in each partner's response to the internal procurement process conducted at the end of Phase 1.

The procurement process was organized by the PMT and distributed to all Phase 1 project partners. Project partners were able to review a draft budget created by the PMT. The draft budget was based on expected funding if the project continued into Phase 2 and the proposed organizational structure for Phase 2 and Phase 3. Scopes of work were drafted by the PLC with time for comment from project partners before bids were due. Project partners returned bids with the positions in the organization structure they wished to fulfill, their qualifications, and their proposed rates. These bids were reviewed by the PMT and scored based on experience, approach, and cost. A copy of the scoring template used is included in Appendix D. This procurement process was performed primarily for the purpose of collecting structured feedback from project partners and identifying both potential collaborations and competition within the field of subcontractors the project worked with during Phase 1. The procuring entity was the PMT, expecting to have contracts assigned to the PMO, however the PMO role itself was subject to the procurement process. CALACT was selected as PMO (no other contractors decided to bid on this budget item) through this process, with part of the proposed scope being to assume subcontracts

with other contractors. As the PMO, CALACT will be subcontracted directly to VVTA. CALACT will then subcontract all additional project roles.

Phase 2 and 3 institutional financial agreements to support the project were defined generally within the letters of intent that formed the Phase 1 partnership. Based on refinements to the budget and partnership changes during the course of Phase 1, those financial agreements have been renegotiated and detailed for all planned Phase 2 and 3 partners. These agreements are itemized in Section 3 and the complete budget resulting from those planned agreements will be detailed in the Integrated Complete Trip Deployment Plan.

3 Partnerships and Agreements Details

This section describes the partnerships and agreements for Phase 1 of the project as well as expected agreements and documentation for Phases 2 and 3. This includes the Phase 1 prime contract with the USDOT as well as institutional partnerships, local partnerships, business partnerships, and other partnerships.

3.1 USDOT Contract

3.1.1 Documentation

The contract for Phase 1 of this project was between the USDOT and CALACT for performance of all Phase 1 tasks.

During Phase 2 and 3, a separate cooperative agreement between USDOT and the prime applicant VVTA will govern the performance of all Phase 2 and 3 tasks.

3.1.2 Financial Agreements

Phase 1 of the CALACT ITS4US project operates under a \$1,250,000 grant funded by the USDOT.

The VVTA ITS4US application now seeks a federal contribution of \$4,061,000.00 towards a project value of \$5,276,000.00 during Phases 2 and 3 of the proposed project. This budget would be allocated primarily towards Phase 2 (\$3,073,400.00) with additional funding for Phase 3 (\$2,202,600.00), supported by a local match of \$1,215,000.00.

Most expenses related to the project are labor services. There are additionally smaller amounts of licensed software, printing, and hosting expenses. Table 6 below provides a high-level overview of major areas of expenditure during each phase.

Table 3. Major areas of expenditure by Phase

Area of expenditure	Phase 2 % of funding	Phase 3 % of funding
Labor	90.5%	85.9%
Software Hosting	0.4%	1.0%
Software licenses	5.4%	8.8%

Area of expenditure	Phase 2 % of funding	Phase 3 % of funding
Printing	0.4%	0%
Undefined (could be travel, space rental for event, compensation for stakeholders, etc.)	3.5%	4.4%

Table 4. Total Project Costs and Cost

Phase	Total Cost	Federal Share	Local Match	Details
Phase 1	\$1,250,000	\$1,250,000	N/A	Phase 1 was funded fully by the USDOT
Phase 2	\$3,073,400.00	\$2,420,900	\$652,500	
Phase 3	\$2,202,600.00	\$1,640,100	\$562,500	

3.1.3 Local and State Match Funding

Table 7 below details the partners to the project that are contributing funding as match for the project. Each of these partners has provided a letter of intent specifying the identified match.

Table 5. Local match funding type and role by partner

Partner	Match Amount	Cash or In Kind	Specific Roles Assigned
VVTA	\$15,000	In Kind	Prime Contract Management
CALACT	\$280,000	In Kind	Data and Software Manager and PMO support
WSDOT	\$415,000	In Kind	Project Manager and other assigned staffing
ODOT	\$250,000	Cash	N/A
Caltrans	\$100,000	Cash	N/A

Partner	Match Amount	Cash or In Kind	Specific Roles Assigned
CCJPA/Cal-ITP (Partner of Caltrans)	\$60,000	In Kind	Report drafting
SBCTA	\$65,000	Cash	
Navilens	\$55,000	In Kind	Discount off Digital Signage licensing

3.1.4 Cost Risks

The critical cost risks to this project have been identified as follows:

Risk Title	Description
COVID-19 Pandemic	The COVID-19 pandemic has impacted the way transit operates, how riders interact with transit, and how project partners work and interact with each other. COVID-19 is an ongoing risk to this project in that it may make it difficult to meet and coordinate with project partners, travel to deployment sites, and collect feedback from riders.
Insufficient Funding	This is a large project and funding is limited, so running out of funding before finishing goals or before the end of the project deadline is a possibility.
System components requiring contingency funding	Some particular project elements are difficult to estimate the precise costs of designing and developing. For that reason, some budget line items have been allocated for specific contingency funds related to the particular system components which are most likely to be over budget.

3.1.5 Estimated Phase 2-3 Costs

The budget below aligns with the tasks identified in Integrated Complete Trip Deployment Plan, including additional tasks identified by the project that are organized by technical services required by the project plan.

There are a few budget lines with asterisks (*) next to the number indicating that these numbers are not exactly representative of the labor assigned to those budget items. The explanations for these numbers is as follows. Two of the tasks listed in each Phase, regarding the Project Manager and Admin Support (the two positions responsible for most direct reporting to the USDOT AOR), have had the majority of their budget assigned to the tasks required within the ICTDP, instead of to the additional technical service tasks representing those roles. Thus, budget

assigned to the NOFO-originating tasks should be understood to account for the hours spent by the Project Manager and admin support team. Additionally, the SCC involves labor from CALACT and each DOT, but is not being represented as having a budget assigned because it may fluctuate and is not being used as local match. All other budget items were developed in collaboration with partners through an internal competitive process that encouraged collaborative team bids for some items and consistent staffing for others where appropriate.

Table 6. Budget by Task and Share

Task	Name	Total Budget	Cost Share Amount	Federal Share Amount
2-A	Program Management	\$31,667	\$31,667	\$0
2-B	System Architecture and Design	\$24,167	\$24,167	\$0
2-C	Data Management Planning	\$24,167	\$24,167	\$0
2-D	Acquisition and Installation Planning	\$24,167	\$24,167	\$0
2-E	Software Development and Integration	\$24,167	\$11,667	\$12,500
2-F	Participant and Staff Training	\$24,167	\$11,667	\$12,500
2-G	System Test Planning	\$24,167	\$11,667	\$12,500
2-H	Installation and Operational Readiness Testing	\$24,167	\$11,667	\$12,500
2-I	Maintenance and Operations Planning	\$24,167	\$11,667	\$12,500
2-J	Stakeholder Outreach	\$24,167	\$11,667	\$12,500
2-K	Performance Measurement and Independent Evaluation Support	\$24,167	\$11,667	\$12,500
2-L	Participation in Standards Development	\$24,167	\$11,667	\$12,500
2-M-1	SCC Members (DOTs)	\$0*	\$0	\$0
2-M-2	Project Manager	\$20,000	\$20,000	\$0
2-M-3	Staff Support	\$40,010	\$0	\$40,010
2-M-4	Training Support	\$80,000	\$25,000	\$55,000
2-M-5	Technical Advice	\$110,000	\$0	\$110,000
2-M-6	Technical Advice contingency	\$30,000	\$0	\$30,000
2-M-7	Data and Software Manager	\$380,000	\$130,000	\$250,000

2-M-8	Data Junior Staff	\$200,000	\$35,000	\$165,000
2-M-9	Data quality reviews and agency support	\$100,000	\$0	\$100,000
2-M-10	Senior Developer	\$462,000	\$102,500	\$359,500
2-M-11	Design Data APIs	\$60,000	\$0	\$60,000
2-M-12	Develop APIs	\$300,000	\$0	\$300,000
2-M-13	APIs Hosting	\$8,000	\$0	\$8,000
2-M-14	Develop Directory Frontend	\$25,000	\$0	\$25,000
2-M-15	Develop 1st Tier Support Desk	\$150,000	\$0	\$150,000
2-M-16	1st Tier Support Desk hosting/direct expenses	\$2,800	\$0	\$2,800
2-M-17	Software Contingency	\$80,000	\$0	\$80,000
2-M-18	Deployments Manager	\$280,000	\$70,000	\$210,000
2-M-19	Outreach support	\$130,090	\$27,500	\$102,590
2-M-20	Digital Signage @ DS4	\$100,000	\$40,000	\$60,000
2-M-21	Signage printing costs	\$10,000	\$10,000	\$0
2-M-22	DR software @ DS3	\$25,000	\$0	\$25,000
2-M-23	Frontend rider app	\$30,000	\$0	\$30,000
2-M-24	Evaluation Contract support	\$128,000	\$0	\$128,000
2-M-25	Evaluation contingency	\$25,000	\$0	\$25,000
2-M-26	Admin support	\$0*	\$0	\$0
	Phase 2 Subtotal	\$3,073,400	\$657,500	\$2,415,900
3-A	Program Management	\$45,833	\$25,833	\$20,000
3-B	System Operations and Maintenance	\$38,333	\$18,333	\$20,000
3-C	Stakeholder Outreach	\$38,333	\$18,333	\$20,000
3-D	Performance Measurement and Independent Evaluation Support	\$38,333	\$18,333	\$20,000
3-E	Post-Deployment Transition Planning	\$38,333	\$18,333	\$20,000
3-F	Participation in Standards Development	\$38,333	\$18,333	\$20,000
3-G-1	SCC Members (DOTs)	\$0*	\$0	\$0

3-G-2	Project Manager	\$40,000	\$40,000	\$0
3-G-3	Staff Support	\$40,010	\$0	\$40,010
3-G-4	Training Support	\$80,000	\$25,000	\$55,000
3-G-5	Technical Advice	\$110,000	\$0	\$110,000
3-G-6	Technical Advice contingency	\$70,000	\$0	\$70,000
3-G-7	Data and Software Manager	\$380,000	\$125,000	\$255,000
3-G-8	Data Junior Staff	\$50,000	\$12,500	\$37,500
3-G-9	Data quality reviews and agency support	\$100,000	\$10,000	\$90,000
3-G-10	Senior Developer	\$42,000	\$40,000	\$2,000
3-G-12	Develop APIs	\$50,000	\$0	\$50,000
3-G-13	APIs Hosting	\$17,000	\$0	\$17,000
3-G-15	Develop 1st Tier Support Desk	\$50,000	\$0	\$50,000
3-G-16	1st Tier Support Desk hosting/direct expenses	\$6,000	\$0	\$6,000
3-G-17	Software Contingency	\$80,000	\$0	\$80,000
3-G-18	Deployments Manager	\$280,000	\$110,000	\$170,000
3-G-19	Outreach support	\$130,090	\$17,500	\$112,590
3-G-20	Digital Signage @ DS4	\$150,000	\$60,000	\$90,000
3-G-22	DR software @ DS3	\$20,000	\$0	\$20,000
3-G-23	Frontend rider app	\$30,000	\$0	\$30,000
3-G-24	Evaluation Contract support	\$200,000	\$0	\$200,000
3-G-25	Evaluation contingency	\$40,000	\$0	\$40,000
3-G-26	Admin support	\$0*	\$0	\$0
	Phase 3 Subtotal	\$2,202,600	\$557,500	\$1,645,100
	Total	\$5,276,000	\$1,215,000	\$4,061,000

3.1.6 Phase 1 Completion and Project Management Consistency

The CALACT ITS4US project has been and remains a community effort, where CALACT is a convening entity providing staff services and contracting other organizations as necessary in order to meet the community needs as defined through the Phase 1 project scope. While as a private non-profit organization, CALACT was a valid and convenient prime applicant for Phase 1, a public agency applicant and prime contractor is required for Phase 2 and 3. As with Phase 1, a prime applicant and contractor will be necessary to meet the requirements of the ITS4US program, the contractual performance of the prime applicant during Phase 2 and 3 will support

the goals of a community of stakeholders and that may have a different organizational home in the future.

VVTA, which has a history of working with CALACT and in partnership with other agencies, was identified during Phase 1 as an appropriate, experienced, and trusted public partner for leading the Phase 2 and 3 application. As a member of the CALACT board, VVTA's executive director was briefed on the project multiple times before and during Phase 1, and contributed feedback to the development of the project plan. CALACT remains a convenient organization to act as a PMO for the project, based on internal staff understanding of the project, ability to enter into sub-contractual arrangements based on the input of the SCC, and relationships with the USDOT ITS4US project management staff and project subcontractors. VVTA will apply for the Phase 2 and 3 project, including the identification of a Co-Project Management Lead at the agency, Marie Downing.

If awarded the cooperative agreement, VVTA will then initiate a subcontract covering all aspects of the project scope other than contract administration with CALACT. CALACT will enter into subcontracts as needed in line with its contract with VVTA, and report directly to VVTA for all issues of prime contract management. The second Co-Project Management Lead, Thomas Craig, previously an independent contractor to CALACT who is as of March 1, 2022 an employee of WSDOT assigned to work 24 hours per week on the ITS4US project in collaboration with CALACT, will continue to direct CALACT PMO support staff in setting up and administering the necessary subcontracts and managing project subcontractors along with other key personnel/management staff (see organizational chart in Section 2 Figure 3 above). Co-Project Management Lead Thomas Craig will be the primary point of contact with the USDOT COR for all technical and project management issues, while Co-Project Management Lead Marie Downing will be the primary point of contact with the USDOT CO or COR for contract management issues. Both will participate where those issues overlap, and have regular check-ins at least monthly throughout the project.

3.2 Institutional Partnerships

The institutional partnerships for this project, the phases of the project in which they are expected to participate, and the nature of their involvement is listed in the following table: Post deployment participation indicates that an organization is specifically expected to take on long-term responsibilities of some type related to system maintenance and operations post deployment. All transit operators will benefit from long-term system operations, but are not listed as participating in post deployment system activities.

Table 7. List of Institutional Partners

Institutional Partner	Nature of Support in Phases 2 and 3	Deployment Phase	Post-Deployment Participation
Basin Transit	Potential deployment site partner; open to accessing technical support and services, but desiring to minimize agency impacts other than improved customer service.	2, 3	

Institutional Partner	Nature of Support in Phases 2 and 3	Deployment Phase	Post-Deployment Participation
CALACT	Project management organization and subcontractor oversight, member of the PMT/SCC (providing local match).	1, 2, 3	Maybe
Caltrans	Agency outreach in California, member of PMT/SCC (providing local match). Engaging in technical assistance to receive training and support training for agencies.	1, 2, 3	Yes
Hopelink	Deployment site partner, developing One-Call One-Click system in collaboration with project and accepting technical advice, returning extensive feedback.	2, 3	
JCT	Deployment site partner, possible microtransit software deployment agency. Participant in 1 st Tier Support Desk design and deployment.	2, 3	
Klamath Tribe	Potential deployment site partner; open to accessing technical support and services, but desiring to minimize agency impacts other than improved customer service.	2, 3	
ODOT	Agency outreach in Oregon, member of the PMT/SCC (providing local match). Engaging in technical assistance to receive training and support training for agencies.	1, 2, 3	Yes
ODOT (POINT)	Deployment site partner. Participant in 1 st Tier Support Desk design and deployment.	2, 3	
Omnitrans	Deployment site partner participating in the project management for deployment of digital signage technology and GTFS data enhancements.	2, 3	
VVTA	Prime Contractor (providing local match)	2, 3	Maybe
SBCTA	Deployment site partner (providing local match). May provide technical assistance or training support to regional agencies.	2, 3	Maybe
RVTD	Deployment site partner	2, 3	
WSDOT	Agency outreach in Washington, member of PMT/SCC (providing local match). Engaging in technical assistance to receive training and support training for agencies, providing in-kind match of employee hours.	1, 2, 3	Yes

3.2.1 Documentation

For Phase 1 partners, letters of intent were collected and provided with the original project application for each of these organizations and a number of other supporting organizations.

During Phase 2 and 3, a partnership agreement or memorandum of understanding will be executed between the PMO and each Deployment Site Partner. Some agencies playing small roles in deployment site 3 (Klamath Tribe, Basin Transit) may participate without official

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documentation. In most cases, deployment site partnerships are expected to be non-financial and an MOU will be most effective.

Institutional partners providing local match for Phases 2 and 3 will be party to agreements between the PMO and the local match partner, where that is necessary in order to transfer funds for local match. When in kind match is provided, such an agreement may not be necessary. An inter-governmental agreement will be established between public partners to the project, primarily in order to support the governance of the system after Phase 3, but may be used as a vehicle to manage the transfer of local match funding during Phase 2 and 3 as well.

Appendix B is a draft deployment site agreement, that demonstrates the general approach that will be taken to officiating relationships with transit operators engaged in deployment sites 2 through 4 during Phases 2 and 3 of the project.

Appendix C is a draft inter-governmental agreement, which will be used as a starting place for discussions and consideration of different possible approaches to pooling and using resources both during the project and after the project. The current draft was developed prior to recent partnership changes and would be adjusted as needed during Phase 2 and 3, through the system design and development process. The inter-governmental agreement is a designated technology component of the System Coordination Committee (SCC), and will be an outcome of the project.

3.2.2 Financial Agreements

There are, at this time, no planned formal financial relationships with institutional partners unless those partners are providing local match for Phase 2 or 3 of the project, according to the planned agreements described above. Products and services provided to these deployment sites will be purchased by the project from subcontractors where feasible, but a financial agreement may be initiated with some of these parties at a later date if some expenses must be borne by the deployment site agency.

3.3 Local Partnerships

The local partnerships for this project, the phases of the project in which they are expected to participate, and the nature of their involvement is listed in the following table: Current local partnerships extended through Phase 1 but are not planned to continue into the next phases of the project. This is because local partnership are expected to be driven during Phases 2 and 3 by the agency partners within Deployment Sites 2, 3, and 4, as described in the Outreach Plan. Additional feedback from the perspective of key stakeholders may be needed during Phase 2, in which case the local partners below may be re-established. If this were to happen an appropriate contract and/or compensation approach for the partner would established.

Table 8. Local Partners

Local Partner	Nature of Support	Deployment Phase	Post-Deployment Participation
Hafsa Aden	Stakeholder Chair (contracted) - member of one or more of the disadvantaged communities represented, coordinate members of stakeholder committees with assistance from project partners to provide feedback on user needs, project process, and proposed solutions.	1	No
Accessible Avenue	Stakeholder Chair (contracted) - member of one or more of the disadvantaged communities represented, coordinate members of stakeholder committees with assistance from project partners to provide feedback on user needs, project process, and proposed solutions.	1	No
Darron Lewis	Stakeholder Chair (contracted) - member of one or more of the disadvantaged communities represented, coordinate members of stakeholder committees with assistance from project partners to provide feedback on user needs, project process, and proposed solutions.	1	No
KJ Backpack	Stakeholder Chair (contracted) - member of one or more of the disadvantaged communities represented, coordinate members of stakeholder committees with assistance from project partners to provide feedback on user needs, project process, and proposed solutions.	1	No
Selena Kelly-Irvin	Stakeholder Chair (contracted) - member of one or more of the disadvantaged communities represented, coordinate members of stakeholder committees with assistance from project partners to provide feedback on user needs, project process, and proposed solutions.	1	No
American Association of Retired Persons	Stakeholder engagement (informal) - this agency may provide advice and information as requested from project partners during this project to assist with stakeholder engagement	1	No
Community Transportation Association of America	Stakeholder engagement (informal) - this agency may provide advice and information as requested from project partners during this project to assist with stakeholder engagement	1	No

Local Partner	Nature of Support	Deployment Phase	Post-Deployment Participation
OPAL Environmental Justice	Stakeholder engagement (informal) - this agency may provide advice and information as requested from project partners during this project to assist with stakeholder engagement	1	No
Disability Rights Washington	Stakeholder engagement (informal) - this agency may provide advice and information as requested from project partners during this project to assist with stakeholder engagement	1	No
Easterseals	Stakeholder engagement (informal) - this agency may provide advice and information as requested from project partners during this project to assist with stakeholder engagement	1	No

3.3.1 Documentation

Local partners contracted for engagement as Stakeholder Subcommittee Chairpersons have a subcontractor agreement with CALACT. The scope document is broad and allows for the stakeholder to join meetings and comment as desired.

Organizations with an informal stakeholder engagement partnership do not have any official partnership documentation. These partners have supported the project without a partnership arrangement or compensation.

3.3.2 Financial Agreements

Each local partner is paid either hourly not-to-exceed or flat fee compensation for services as an independent contractor.

3.4 Business Partnerships

The business partnerships for this project, the phases of the project in which they are expected to participate, and the nature of their involvement is listed in the following table: Some contractors are performing different roles in each Phase, or multiple roles in Phase 2 and 3. For example, one company is providing during Phase 2 and 3 licensed software and also technical services related to survey development and data quality reviews. Another is providing technical services in Phase 1, but only providing licensed software in Phase 2 and 3.

Table 9. Business Partnerships

Business Partner	Service type	Nature of Support	Deployment Phase	Post-Deployment Involvement
California PATH	Technical services	Phase 1 Project evaluation and stakeholder safety and human use leads Phase 2 & 3 Evaluation contract support (10 hours/week), on call data quality review	1, 2, 3	No
Compiler LA	Technical services	Phase 1 Software systems requirements and data management lead. Phase 2 & 3: on-call technical advice	1, 2, 3	No
Estolano Advisors	Technical services	Phase 1 Agency and stakeholder outreach support Phase 2 & 3 N/A	1	No
Garnet Consulting	Technical services	Phase 1 Administrative support and writing Phase 2 & 3 Administrative support and writing (10 hours/week), on-call technical advice	1, 2, 3	No
Mark Wall Associates	Technical services	Phase 1 Agency outreach and support for reporting and project administration Phase 2 & 3 N/A	1	No
MobilityData IO	Technical services	Phase 1 Data specification development and technology readiness assessment lead Phase 2 & 3 Data APIs, on-call technical advice	1, 2, 3	No
Navilens	Technical services, vendor	Phase 1 Digital accessible signage and text to speech product leads Phase 2 & 3 Digital signage vendor	1, 2, 3	No
Tamika L. Butler Consulting	Technical services	Phase 1 Internal evaluation and stakeholder engagement Phase 2 & 3 N/A	1	No
Thomas Craig	Technical services	Phase 1 Project management Phase 2 & 3: N/A	1	No
Transit	Technical services, vendor	Phase 1 Technical advice on customer interface needs and development Phase 2 & 3 Evaluation contract support (10 hours/week), on call data quality review, on-call technical advice, frontend rider app vendor	1, 2, 3	No
Trillium	Technical services	Phase 1 Concept design, report writing and product management support Phase 2 & 3 Data junior staff (52 hours/week), admin support (3 hours/week), on call data quality review, on-call technical advice	1, 2, 3	No

3.4.1 Technical Services

All business partners for this project are providing technical services. Each partner is a subcontractor on the project. The following sections detail the scope of work and financial documentation status for each technical consultant.

3.4.1.1 Documentation

The following table lists the status of the scopes of work required for each business partner providing technical services:

Table 10. Technical Services Documentation

Business Partner	Documents	Status
California PATH	Phase 2 & 3 Scope of Work	Negotiated pending award
Compiler LA	Phase 2 & 3 Scope of Work	Negotiated pending award
Garnet Consulting	Phase 2 & 3 Scope of Work	Negotiated pending award
MobilityData IO	Phase 2 & 3 Scope of Work	Negotiated pending award
Navilens	Phase 2 & 3 Scope of Work	Negotiated pending award
Transit	Phase 2 & 3 Scope of Work	Negotiated pending award
Trillium	Phase 2 & 3 Scope of Work	Negotiated pending award

3.4.1.2 Financial Agreements

The following table lists the status of the financial agreements for each business partner providing technical services:

Table 11. Technical Services Financial Agreements

Business Partner	Financial Agreements	Status
California PATH Phase 1	Subcontract with Financial Agreement	Completed
California PATH Phase 2 & 3	Subcontract with Financial Agreement	Negotiated pending award
Compiler LA Phase 1	Subcontract with Financial Agreement	Completed
Compiler LA Phase 2 & 3	Subcontract with Financial Agreement	Negotiated pending award
Estolano Advisors Phase 1	Subcontract with Financial Agreement	Completed
Garnet Consulting Phase 1	Subcontract with Financial Agreement	Completed
Garnet Consulting Phase 2 & 3	Subcontract with Financial Agreement	Negotiated pending award
Mark Wall Associates Phase 1	Subcontract with Financial Agreement	Completed

MobilityData IO Phase 1	Subcontract with Financial Agreement	Completed
MobilityData IO Phase 2 & 3	Subcontract with Financial Agreement	Negotiated pending award
Navilens Phase 1	Subcontract with Financial Agreement	Completed
Tamika L. Butler Consulting Phase 1	Subcontract with Financial Agreement	Completed
Thomas Craig Phase 1	Subcontract with Financial Agreement	Completed
Transit Phase 1	Subcontract with Financial Agreement	Completed
Transit Phase 2 & 3	Subcontract with Financial Agreement	Negotiated pending award
Trillium Phase 1	Subcontract with Financial Agreement	Completed
Trillium Phase 2 & 3	Subcontract with Financial Agreement	Negotiated pending award

3.4.1.3 Expected procurements or spending

Besides the documentation and financial agreements listed above for technical services, there are identified RFP processes and contingency funds for technical services which will be procured during Phase 2.

Table 12. Expected Technical Services Procurement or Spending

Budget Item	Type	Description
Training Support	TBD	Training support services will be needed for work with DOTs and agencies, and may be procured through RFPs, or by accepting quotes after a public notice of a small project.
Technical Advice Contingency	Contract extensions to current partners or new contracts for specialists TBD	These funds are primarily meant for additional technical advice from current contractors but may also be targeted at hiring other contractors with specific technical expertise. Process would depend on need.
Develop APIs	RFP process	This RFP process will be performed during the first 6 months of Phase 2. It is not yet drafted as it depends on some design work having been performed.
Develop Directory Frontend	RFP process or quotes	This project is small enough that accepting quotes from vendors may be sufficient, but a full RFP may be performed.

Budget Item	Type	Description
Develop 1st Tier Support Desk	RFP process	This RFP process will be performed during the first 12 months of Phase 2. It is not yet drafted as it depends on some design work having been performed.
Software Contingency	Contract extensions or RFP process	These funds are primarily meant for additional technical advice from current contractors but may also be targeted at hiring other contractors with specific technical expertise. Process would depend on need.
Outreach support	TBD	Outreach support services will be needed for work with DOTs and agencies, and may be procured through RFPs, or by accepting quotes after a public notice of a small project.
Evaluation contingency	Contract extensions	These funds are primarily meant for additional performance evaluation services from current contractors but may also be targeted at hiring other contractors with specific technical expertise. Process would depend on need.

3.4.2 Vendor Procurement

The project will utilize vendor services in Phases 2 and 3. Vendors submitted bids in response to the procurement process described in Section 2.2.6, which were reviewed by the PMT. The identified vendors at this point in the project are Navilens and Transit. Navilens will be providing digital signage and Transit will be providing the Frontend Rider App.

3.4.2.1 Documentation

All known vendor partnerships (with Navilens and Transit) have negotiated agreements pending award for Phase 2 or 3. Neither has a data sharing agreement with the project with regard to vendor activities, and no data is planned to be shared (this may be re-evaluated with deployment site agency partners).

3.4.2.2 Financial Agreements

All known vendor partnerships (with Navilens and Transit) have negotiated agreements pending award for Phase 2 or 3. Neither has a data sharing agreement with the project with regard to vendor activities, and no data is planned to be shared (this may be re-evaluated with deployment site agency partners).

3.4.2.3 Expected procurements or spending

Besides the documentation and financial agreements listed above for vendors, there are identified procurement processes for vendors which will be performed during Phase 2.

Table 13. Expected Vendor Procurement or Spending

Budget Item	Type	Description
APIs Hosting	Quotes gathered by team	The project team with the help of software contractors will identify the best value service on the market for the project needs.
1st Tier Support Desk hosting/direct expenses	Quotes gathered by team	The project team with the help of software contractors will identify the best value service on the market for the project needs.
Signage printing costs	Quotes gathered by team	The project team with the help of the digital signage vendor will identify the best value service on the market for the project needs.
Demand Response software at Deployment Site 3	RFP, quotes, or agency partnership	Depending on the context within the deployment site at approximately 9 months into Phase 2, an RFP, quotes, or sole-source (if justified) process will be used to select a vendor.

3.5 Other Supporting Partnerships

UC Berkeley's Human Research Protection Program has been engaged for phases 1, 2 and 3 of the project as the Institutional Review Board. UC Berkeley is involved in the drafting of the Human Use Approval Summary as well as engaged in every part of the project that involved human subjects.

UC Berkeley is expected to continue in Phase 2 and 3 of the project. This agreement is in negotiations or will be developed in Phase 2 or 3.

4 Risk Assessment

This section provides a list and brief description of institutional-, financial-, and partnership-related issues and risks as well as the planned strategy to mitigate that risk.

Table 14. Risk Assessment and Mitigation Matrix

Risk Title	Description	Mitigation
COVID-19 Pandemic	The COVID-19 pandemic has impacted the way transit operates, how riders interact with transit, and how project partners work and interact with each other. COVID-19 is an ongoing risk to this project in that it may make it difficult to meet and coordinate with project partners, travel to deployment sites, and collect feedback from riders, and also impacts the operations of the transit systems the project will partner with.	The project team has successfully implemented the use of Google Meet and Google Drive as well as other online tools to ensure project partners are able to meet and work together virtually. The use of these tools will continue into Phases 2 and 3. Outreach team will take COVID-19 precautions into account when planning and implementing outreach plans and requesting survey feedback. The Outreach team will stay in close contact with deployment site operator staff when planning events to ensure coordination in covid mitigation approaches.
Inaction by Deployment Site Agencies	This project recognized that transit agencies face a number of challenges to operation and that adding additional responsibilities to these already overburdened agencies presents a risk that these responsibilities may not be fulfilled or may be fulfilled behind schedule.	Deployment site agencies will be given minimal responsibilities to limit the additional burden placed on them. The Deployments Manager will ensure deadlines are communicated early and that communication with agencies is frequent and clear to decrease miscommunications and increase the likelihood of timely deliverables.

Risk Title	Description	Mitigation
Incomplete Deployment Site Deliverables	Despite mitigation of the above risk “inaction by Deployment Site Agencies,” there is still a risk that deliverables will not be completed in a timely manner or not completed at all.	The Deployments Manager will ensure deadlines are communicated early and that communication with agencies is frequent and clear so that if deliverables will be late or will not be delivered, project management will have ample notice to make adjustments. This may involve transferring certain responsibilities to project team members or more involved deployment site partners, extending timelines, providing additional trainings/support, or adjusting project plans.
Retention of Cost-Matching Partners	This project’s ongoing success into Phases 2 & 3 is reliant on project partners providing financial and in-kind support to the project. This project would be at risk if partners withdrew or altered their support.	Project management engaged in conversations with cost-matching partners early on in the project, and requested formal agreements committing matching before the start of Phase 2. This gave enough time for project management to adjust expectations and plans and recruit additional partners.
Lack of Third-Party Developer Support	This project relies on the assumption that third party apps will be motivated to use data created by the project and will use their own resources to update their apps to publish this data to riders. If this assumption is incorrect, riders will not be able to access the data created by the project.	This risk is mitigated through communication with third party app developers such as Transit, who have confirmed an interest in and commitment to using created data.
Lack of Impact on Global Standards Process	The project hinges on the development of publication best practices regarding data specifications which are used globally and officially governed by a process controlled outside the project. This means decisions by the project may have a limited impact if some changes are not also adopted within the global governance process.	This risk will be mitigated by advocating for changes proposed by the project within the global governance process as well. Progress within global governance discussions and specification extensions more likely to be adopted through that process will be considered when balancing priorities within the project.

Risk Title	Description	Mitigation
Insufficient Funding	This is a large project and funding is limited, so running out of funding before finishing goals or before the end of the project deadline is a possibility.	Project management has planned out budget use early and will track budget use continuously throughout the project. Procurement processes take price and budget into account when selecting the best options. Project partners have taken steps to limit project scope to ensure all goals are manageable within resource limitations.
Extensive Training and Technical Support Needed Long-Term	The project aims to spur changes in operation at organizations that will be sustained with minimal long-term effort. However, extensive additional training and technical support may be necessary after Phase 3 to continue effective if the system is too confusing or not aligned with agency operational processes.	The SCC and Project Manager will monitor the effectiveness of operators and vendors in adopting sustainable processes for data maintenance. Performance Measures of the project will monitor the breadth of data creation even at operators not supported by the project.
Loss of Staff	This is a long-term project and there is the possibility of specific staff moving to different roles and leaving the project.	Project partners will take steps to ensure all processes are documented and that there is transparency and clear communication among all project staff. All project documentation, deliverables, and working files will be maintained within shared servers. This means that in the case that someone leaves a position, they will not be taking project knowledge with them that is not known to other project partners. The project will also use contracting and agreement resources to the best of its abilities to ensure all project partners are committed to all phases of the project in which they are engaged.

Risk Title	Description	Mitigation
Differing needs of Partners	This project relies on the cooperation of many different actors with different goals, interests, priorities, and resources. It is a risk to this project that these goals may conflict and jeopardize the project team's ability to work together and agree on next steps.	Project leadership has engaged all project partners in the ongoing development of project plans and documentation, ensuring consensus at all phases thus far in the project. Project management will ensure frequent and clear communication among all project partners throughout Phases 2 & 3 and maintain messaging about the overarching project goal of improving transit access for people in the specific communities identified by this project.
Intergovernmental Agreement for SCC	The establishment of an intergovernmental agreement of some type between SCC members is critical to complete the project and continue operations of the system after Phase 3.	Begin working on IGA on day one, receive regular detailed reports from each DOT.
Maintenance of coordinated technology services	Each of the system services deployed will have long-term maintenance costs that will require coordination between different parties from different organizations.	Develop multiple relationships between different staff members at different organizations to increase partnership resilience.

5 Operations and Management Concept

5.1 Post-Deployment Operations & Management

A goal of Phases 2 and 3 is to not add significant new long-term costs for DOTs, MPOs, transit agencies and other actors, but instead to redirect current costs into programs and services that are more useful to those organizations as well as to riders. This is plausible because there are significant known inefficiencies in the current system, including many data connections within the current system that do not function or function poorly (see ConOps Section 3.2 for details of the current system). Further, the organizations, especially DOTs, MPOs, and associations, which would need to adjust operations are partners to the project and willing to consider changes that are supportive of the goals of this project and within their organizational scope. Current known inefficiencies include:

- Data is unstandardized or even uncollected, many system actors are operating with poor information.
- Transit agencies cannot easily procure CAD/AVL or scheduling software because the optimal software solution to address their needs is difficult to identify.
- DOTs and MPOs in their regulatory roles spend significant resources duplicating various data efforts and re-collecting core operator information like points of contact or demand response service areas because that information is not stored for easy accessibility.

The proposed changes in Phases 2 and 3 will split the responsibilities of system maintenance across operators, vendors, and regulators, coordinating currently inefficient activities. It also creates a framework which can be very easily adopted by other states and organizations, with minimal additional cost (other than the work of that organization of adopting resources), and new organizations participating would be able to contribute to system maintenance. If successful, the result would be enhanced information for users, specifically the groups of underserved users identified by this project and institutional users such as the DOTs in their analysis role and rider advocacy groups, without significant long-term increased costs. This ensures that the project is sustainable after program funding ends.

In other words, the components of the project in need of continued operational funding after the end of Phase 3 will be funded by continued local contributions from the project partners and likely other unknown future partners, through the inter-governmental agreement developed to define the long-term relationship between those parties. The state DOTs have moved forward with their local match funding obligations, understanding the commitment to maintain the system for five years after the Phase 3 deployment. The actual required long-term direct costs of maintaining the software system components at their minimum level of operations is relatively small (estimated at \$50,000 or less per year) and thus while a legal vehicle for the use of those funds is critical (the

governance structure discussed in the next section), the financial plan is relatively simple granted the financial resources of project partners.

Larger but indirect long-term costs are related to staff use of the system resources, and continued technical assistance for operators, vendors, and DOT, MPO, or association staff, so that system resources continue to be used effectively. These costs are difficult to estimate, and there is risk that insufficient funding will be available if extensive training is needed. This risk will be mitigated by regularly assessing the progress of agencies towards operationalizing the enhancements that the project has focused on, and emphasizing the development of long-term sustainable processes rather than pushing to adopt as many enhancements as possible. A project that yields a sustainable system meeting only the necessary system requirements would be a more successful than a system meeting all desired and optional requirements, but that cannot be sustained.

Another large potential long-term cost that will be monitored to prevent overcommitment is the 1st Tier Support Desk. This feature will not be designed until a year into Phase 2, and could take on many different forms as it evolves. If a model is chosen that leverages current agency customer service staff, and supplements those staff with tools that provide an improved level of service, then ongoing costs may be minimal and absorbed into the operations of certain operators. However, if a centralized approach staffed by dedicated team members is developed, then long-term costs could be high, especially if scaled beyond the current plan for deployment within one geographical region. These long-term costs will be weighed during design, and lower maintenance cost innovations will be preferred, even while building tools that would also be useful in a centralized and labor-intensive approach.

5.1.1 Operations Plan Overview

Based on post-deployment operations needs described above, the exact method of managing the system post deployment depends on design decisions made, partner capacities, and system success. However, some key elements regarding the operations of the system after deployment are clear.

- There will an organization identified for each software application to steward the hosted instance, source code maintenance, and pay for expenses related to those activities.
- DOTs, some MPOs and associations, and potentially other organizations will coordinate technical assistance regarding the Data Best Practices and Engineers' Guide to Inclusive Transit, as well as the project lists maintained by the Technology Coordination Teams, but that technical assistance may be either centralized or dispersed (although some centralized organization or committee to officiate edits to these documents will be required).
- The 1st Tier Support Desk may have different types of long-term homes and operations plans, but these are highly dependent on some design decisions of this system component.
- There will be at least one intergovernmental agreement which coordinates the collection and distribution of financial resources to maintain components, and to coordinate organizational responsibilities.

- A framework or process will need to be developed to allow for new organizational partners to contribute to system maintenance.
- The SCC will provide ongoing management oversight for the system and ensure that each of the above key elements of operation above are maintained.

5.2 Post-Deployment Governance Structure

The governance structure for Phase 2 and 3 will continue to post-deployment period. Changes may be required based on extenuating circumstances, but are not planned. Identified risks and mitigation strategies are detailed in Section 4. Phase 2 and 3 agreements include financial and in-kind contributions from public agencies and private organizations, as well as outreach and partnering efforts to ensure local agencies and advocacy groups are on-board with the continuation of project efforts. These agreements provide funding for developing key resources and working relationships, which accomplish the goals of the project during Phases 2 and 3 and are sustainable after Phase 3.

Post-Deployment governance will continue to be led by the SCC, under the terms developed in the inter-governmental agreement as it stands at the end of Phase 3 and after further ongoing development. SCC membership may vary to include additional agencies and government bodies as applicable. The SCC and state DOTs will continue to directly manage and supervise ongoing project resources, such as the Knowledge Base/1st Tier support Desk, Data and Procurement Guidelines, and the Directory/Analysis Frontend. The SCC will provide some coordination and technical advice to transit apps, GTFS vendors, and Transit agencies.

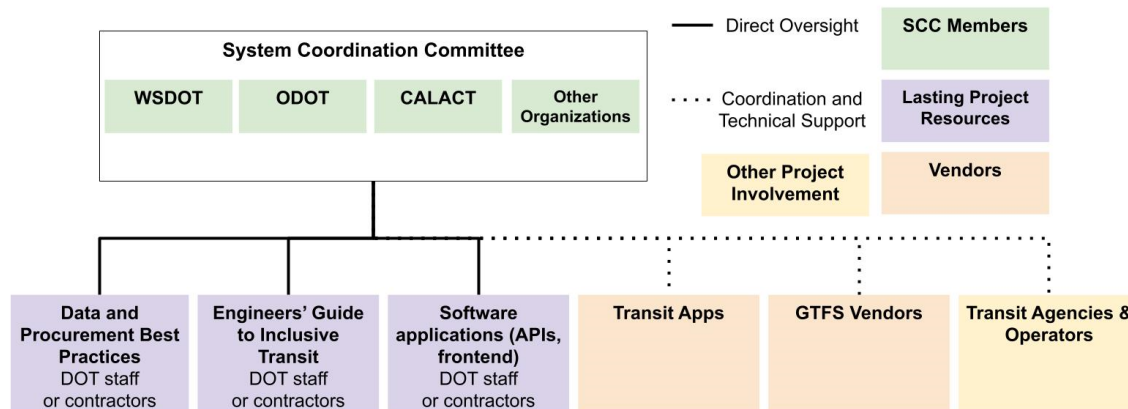


Figure 4: Post-Deployment Governance Structure

Post-deployment governance will differ in that the technical services positions necessary to Phases 2 and 3 may be removed. The Deployment Manager, Data and Software Manager, Technical Advice team, Training Support, and Admin Support positions may no longer be necessary, or could be greatly reduced in scope. Instead of focusing on supporting the Project Manager with day-to-day project management and oversight, the SCC would instead be focused on maintaining the resources created during Phases 2 and 3. The ongoing provision of services will be dependent upon the continued need of those services in supporting transit operators in each state. Some ongoing support through established DOT, MPO, or association staff is likely, but may be minimal in proportion to services provided during Phases 2 and 3, if the project is

successful on pushing operators and vendors towards adopting data best practices. Key local match partners are committed to finding effective ways to continue the operations of the system and other supportive initiatives long-term, and understand that other investments may become necessary depending on the outcome of currently planned investments.

Depending on the terms of the intergovernmental agreement and the framework needed to support the project, a private non-profit organizations, such as CALACT or MobilityData or another entity, may be party to an agreement to provide maintenance and hosting services for the continued operation of the system.

5.3 Post-Deployment Partnerships

Post-deployment project success will rely on continued support of the state DOTs, MPOs, Associations, and other organizations who will continue to participate in the SCC as well as provide staffing and financing for the ongoing project resources. These organizations will be responsible for maintaining the Data and Procurement Best Practices and Engineers' Guide to Inclusive Transit and continuing to encourage adherence to these best practices by agencies and vendors. They will also be responsible to host and maintain the Official Lists, Data APIs, and Directory/Analysis Frontend, and hopefully to continue to iterate and extends these software applications to adapt to new use cases which are not identified until after the deployment period ends.

Exactly which organizations act as these long-term partners to maintain the project has not been explicitly determined. The specification of that partnership, its exact form and constituent organizations, and its ongoing membership policies and evolution will take place during the project, in the technical design, development, and deployment of the SCC. Some concepts and ideas have been developed, but must be agreed to and finalized after components of the system have been deployed and the ongoing operations and maintenance needs of the system are more fully understood. It is expected that some aspects of the long-term partnerships that sustain the system are as follows.

- State DOTs and larger MPOs have a specific interest in the maintenance of the system as well as easy access to the financial resources necessary for that maintenance. These organizations, specifically those already partners to the project, are likely primary fiscal agents for the system or some components of the system.
- Non-profit organizations, such as MobilityData or CALACT, are likely to serve as contracted stewards of system features, especially where licensing or maintenance of software that is used across state lines is involved.
- Rider advocacy groups, disability advocacy groups, and other organizations that can help the SCC and system maintainers continue to understand the needs of underserved riders will continue to be connected with and contracted to provide insight into rider needs. A structured process for feedback on governance will need to be developed to ensure these partnerships are maintained.
- The partnership will not be static. Organizations may come and occasionally may go. This includes both contracted non-profits, which may be replaced through competitive procurements, and funding public organizations. To govern the inclusion of new public

organizations, membership policies may be developed to define the process for onboarding and determining the financial commitments of new organizations.

6 Americans with Disabilities Act (ADA) Transition Plans

The section describes the status of each DOT's ADA Transition Plan as well as any planned changes or updates and reporting frequency. An overview of all project partners and any current or anticipated transition plans is provided in the following table. While not all project partners are subject to ADA Title II regulations, all partners have demonstrated their commitment to working on a project focused on improving access to transit for riders with disabilities.

Table 15. ADA Transition Plan Status of Project Partners

Organization	Subject to ADA Title II Regulations (Yes/No)	Self-Evaluation Conducted (Yes/No)	ADA Transition Plan (TP) or Other Plan Developed (ADA TP, Other Plan, No Plan)	Date of Current Plan or Most Recent Update (with link)
Caltrans		Yes	ADA TP	December 2021 https://dot.ca.gov/-/media/dot-media/programs/civil-rights/documents/ada-infrastructure-program/final-draft-caltrans-ada-transition-plan-december-2021-v3-a11y.pdf
ODOT	Yes	Yes	ADA TP	April 2017 https://www.oregon.gov/odot/Business/OCR/Documents/Final ADA Transition Plan 2017.pdf
WSDOT		Yes	ADA TP	April 2018 https://wsdot.wa.gov/sites/default/files/2021-10/WSDOT-OEO-ADA-Transition-Plan.pdf

U.S. Department of Transportation
Intelligent Transportation System Joint Program Office

CALACT	No			
VVTA	No			
Basin Transit	No			
Hopelink	No		Other Plan	December 2020 ADA Policy https://www.hopelink.org/sites/default/files/HopelinkADA Policy2020Final.pdf
Klamath Tribe	No			
JCT	No			2013 ADA Paratransit Plan https://www.co.josephine.or.us/Files/JCTadaparatransit%20plan.pdf
ODOT POINT bus	See ODOT			
Omnitrans	No			
RVTD	No		Other Plan	Policy on reasonable modification/accommodations for individuals with disabilities https://rvtd.org/accessible-transportation/reasonable-modification-accommodation-policy/
SBCTA		Yes	In progress	
UC Berkeley/California PATH	Yes	Yes	In progress	The UC Berkeley ADA Transition Plan process began in 2019 and the plan is under development. More information at

				https://access2020.berkeley.edu/ada-transition-plan
Compiler LA		N/A	N/A	N/A
Garnet Consulting	No	N/A	N/A	N/A
MobilityData IO		N/A	N/A	N/A
Navilens	No	N/A	N/A	N/A
Transit		N/A	N/A	N/A
Trillium	No	N/A	N/A	N/A

6.1 Caltrans ADA Transition Plan

Caltrans has a current draft ADA Transition Plan in compliance with 28 CFR § 35.150(d). The draft Transition Plan¹ documents the legal requirements and Caltrans' functional goals and objectives to make pedestrian facilities within Caltrans' right-of-way accessible and usable for persons with disabilities. This Transition Plan will be used to guide the planning, programming and implementation needed to make Caltrans' facilities ADA compliant.

Following a class action lawsuit in 2006, Caltrans reached a settlement agreement related to its ADA transition plan in 2010.²

The draft Caltrans ADA Transition Plan was available for public comments which concluded on September 10, 2021. Submitted comments were evaluated and the final version was released in December 2021.

¹ Caltrans California Department of Transportation Americans with Disabilities Act Transition Plan Draft (December 2021) (<https://dot.ca.gov/-/media/dot-media/programs/civil-rights/documents/ada-infrastructure-program/final-draft-caltrans-ada-transition-plan-december-2021-v3-a11y.pdf>)

² Caltrans California Department of Transportation Settlement Agreement Re Class Action Settlement (<https://dot.ca.gov/-/media/dot-media/programs/civil-rights/documents/settlement-agreement-a11y.pdf>)

6.2 ODOT ADA Transition Plan

ODOT has a current ADA Transition Plan³ that was published in 2017. ODOT and the Association of Oregon Centers for Independent Living, et al. (AOCIL) entered into a 15-year settlement agreement (Agreement)⁴ on November 2, 2016, to make state highways more accessible to people with disabilities. Section 8 of that Agreement requires ODOT to report annually⁵ about its progress on specific tasks and to commit significant attention and resources to remediate curb ramps to comply with ADA standards by 2032 and establish a schedule for remediating pedestrian signals.

6.3 WSDOT ADA Transition Plan

In May 2018, the Federal Highway Administration (FHWA) accepted WSDOT's updated ADA Transition Plan.⁶ WSDOT began implementation of the Plan on October 1, 2018. WSDOT posts an annual report to their website.⁷ These documents describe efforts to remove accessibility barriers to WSDOT owned facilities, including pedestrian facilities and right-of-way elements within WSDOT's control.

6.4 SBCTA ADA Transition Plan

SBCTA is subject to the requirement of developing an ADA Transition Plan now that it has grown beyond 50 employees, and the development of that plan is in process. The draft plan is currently expected to be delivered this year. The IPFP will be updated when the plan has been published.

³ ODOT Americans with Disabilities Act Title II Transition Plan Update (April 2017)
(<https://www.oregon.gov/odot/Business/OCR/Documents/Final%20ADA%20Transition%20Plan%202017.pdf>)

⁴ ODOT ADA Settlement Agreement – Report for 2020 (March 2021)
(https://www.oregon.gov/odot/About/Documents/2020_Annual_SA_Report.pdf)

⁵ ODOT 2020 ADA Program Report (June 2021)
([https://www.oregon.gov/odot/Engineering/DOCS_ADA/ADA%20Program%20Report_2021_06_10_FINAL_\(ADA\).pdf](https://www.oregon.gov/odot/Engineering/DOCS_ADA/ADA%20Program%20Report_2021_06_10_FINAL_(ADA).pdf))

⁶ WSDOT ADA 504 Transition Plan for Public Rights of Way and Ferries (April 2018)
(<https://wsdot.wa.gov/sites/default/files/2021-10/WSDOT-OEO-ADA-Transition-Plan.pdf>)

⁷ WSDOT Americans with Disabilities Act Annual Report 2021 (2021)
(<https://wsdot.wa.gov/sites/default/files/2021-10/2021-WSDOT-ADA-Annual-Report.pdf>)

6.5 UC Berkeley ADA Transition Plan

The UC Berkeley ADA Transition Plan process began in 2019 and the plan is under development. More information at <https://access2020.berkeley.edu/ada-transition-plan>

Appendix A. Acronyms and Glossary

Accessibility – Accessibility is used in this document to indicate the ability all riders—especially people with disabilities, Limited English Proficiency, or who faces other barriers to access transit—to use transit and transit technologies in a way that best supports those users’ individual experiences with transit. A service or technology may be “accessible” as defined by the ADA, but may also present “accessibility barriers” which this project seeks to help riders manage, in order to make the service or technology “more accessible”.

ADA – Americans with Disabilities Act

API – Application Programming Interface

CA – State of California

California PATH – California Partners for Advanced Transit and Highways

CAD/AVL – Computer-Aided Dispatch/Automatic Vehicle Location

CALACT – California Association for Coordinated Transportation

Caltrans – California Department of Transportation

CDL – Concept Development Lead

ConOps – Concept of Operations

Demand-responsive transit – Transit services which provide trips at a location and/or time that is requested by a rider. Generally, any transit service that is not Fixed-route is considered a type of Demand-responsive transit for the purposes of this document, including general public DAR, ADA paratransit, and other transit models.

DOT – Department of Transportation

Fixed-route transit – Transit services that provide service to the general public through vehicles which stop at designated locations (stops and stations) at designated times.

GPS – Global Positioning System

GTFS – General Transit Feed Specification

IEEE – Institute of Electrical and Electronics Engineers

IRB – Institutional Review Board

Low income riders (LI) – Public transit users who may qualify for reduced or free fares. Low income riders may also use public transit because it is the most affordable transportation option available to them.

PLC – Project Leadership Committee

PML – Project Management Lead

PMO – Project Management Organization

PMP – Project Management Plan

PMT – Project Management Team

ODOT – Oregon Department of Transportation

OR – State of Oregon

OS – Operating System

SCC – System Coordination Committee

SDL – System Development Lead

SEMP – Systems Engineering Management Plan

SyRS – System Requirements Specification Document

TBD – To Be Determined

TTS – Text-to-Speech

TNC – Transportation Network Company

UI – User Interface

WA – State of Washington

WSDOT – Washington State Department of Transportation

WSTA – Washington State Transportation Association

1st Tier Support – Service provided to users of the technical components of the system. 1st Tier Support may provide help with specific problems or questions related to the system or use the system to answer basic, quickly searchable questions on behalf of the user

Appendix B. Deployment Site Agreement

VVTA/CALACT ITS4US Deployment Site Agreement

Deployment Site 3 (Southern Oregon)

The California Association for Coordinated Transportation (“CALACT”), as the project management organization for a USDOT-funded cooperative project (“ITS4US”) including ODOT, Caltrans, and WSDOT and led by VVTA, is organizing the resources and agreements necessary to fulfill the proposed scope of the project.

_____ (“Agency”) is a transit agency in Southern Oregon, within the geography of Deployment Site 3, and wishes to participate within the Deployment Site 3 activities, which include:

- The listing of transportation service information within a website interface,
- The development of a “support desk” to help riders identify transit services through their smartphone, computer, landline, or SMS device, and
- Piloting a demand-responsive transit booking service facilitated through a third-party multimodal trip planning application and open data exchange.

To demonstrate a willingness to partner regarding the planned Deployment Site, and to clarify the roles and responsibilities of each party, CALACT and Agency agree to the following:

All financial and staff resources necessary to fulfill the Deployment Site requirements will be provided by CALACT, unless otherwise specified in writing and agreed to by Agency.

- Agency understands that CALACT may use Agency’s brand name, logo, contact information, and other key service information to market and provide information related to the Deployment Site. CALACT will provide notice to the agency of resources which will use such information, and will not alter information or branding materials provided by Agency.
- The Agency responsibilities are optional. This is not a binding agreement to render services by Agency. However, Agency is committing to meet the following to support the ITS4US project:
- Collaboration with CALACT to identify precise deployment parameters (estimated 20 hours over Phase 2, scheduled to begin May 2022 and last for 2 years),
- Collaboration with CALACT to support active deployment site (estimated 10 hours over Phase 3, scheduled to begin March 2024 and last for 2 years),
- Accepting CALACT consulting services at no cost to Agency regarding working with Agency technology vendors to support implementation of data according to standards, and
- Supporting CALACT in identifying local riders who are interested in testing rider applications and providing feedback through interviews or surveys.

The current description of Deployment Site 3 is provided as Attachment A

Agreed on [Date],

For CALACT

For Agency

[Name, Title]

[Name, Title]

[Date]

[Date]

Attachment A: Deployment Site Description

Deployment 3: Rural area with connecting services and small urban communities

Throughout the document, a “(?)” refers to an element of the project that is tenuous or dependent on factors that are undetermined. “[optional]” tasks can be done but require additional effort from local agencies which could not be directly and fully supported by the project.

Qualifications

- At least 3 connecting agencies willing to partner with ITS4US
- Key partnership responsibilities for 3 primary agencies include
 - Collaboration with ITS4US team to identify precise deployment parameters (estimated 20 hours over Phase 2)
 - Collaboration with ITS4US team to track deployment performance metrics (estimated 10 hours over Phase 3)
 - Accepting ITS4US support in working with vendors to ensure implementation of data according to standards
 - Connecting ITS4US team with riders for local testing
- At least one microtransit or general public on demand service at one of the primary agencies, capable of offering automated booking
 - Additional time required from service provider to collaborate with vendor during Phases 1 (6 hours) and 2 (20 hours)
- Responsibilities for other agency partners
 - Learn about and provide feedback on project plan and progress, answer occasional questions from ITS4US staff regarding services (estimated 6 hours during Phase 2)

Region

SW Oregon/NW California

Overview

Southwest Oregon and Crescent City just across the California border form a region of small urban communities in a rural area with some challenging terrain and weather, serving many low income residents and multiple tribes. There is a mix of demand response and fixed route services, managed by savvy agencies that sometimes lack adequate resources to purchase the newest technologies. The overlapping service regions would be a great area to test the 1st Tier Support desk.

Agencies

- Primary agencies
 - Rogue Valley Transportation District (RVTD)
 - Josephine Community Transit (JCT)
 - ODOT/POINT SouthWest Route
- Other connecting agencies/potential participants:

- (?) The Klamath Tribes (Quail Trail Public Transit Bus)
- (?) Basin Transit Service Transportation District (Klamath Falls)
- (?) Redwood Coast Transit (RTC)

Technologies

Specific technology applications within the deployment region and the related requirements of ITS4US or its partners are captured below. Requirements in bold are urgent and must be fulfilled during Phase 1 (expected by October with optional extension to early December).

- Enhanced GTFS
 - GTFS-flex
 - This region will have static GTFS-flex for providers which do not offer automated scheduling. That data is being built currently by ODOT with Trillium, or by Cal-ITP.
 - Requirements of ITS4US:
 - Covered by deployment 1
 - Requirements of local agencies:
 - Covered by deployment 1
 - [Optional] - Take on local GTFS-flex publishing
 - (?) GTFS-Pathways
 - This region might have Pathways data that should be built, depending on the agencies involved and a final assessment of the stations. There is Amtrak service in Klamath Falls as well as intercity bus service in Medford, Klamath Falls and other towns which may require transfers at locations where Pathways data provides an improved user experience.
 - Requirements of ITS4US:
 - TBD
 - Requirements of local agencies:
 - TBD
 - GOFS (GTFS-flex-realtime)
 - There is currently two active general public “microtransit” systems operated by vendors known to be interested in providing real-time GTFS-flex data.
 - Requirements of ITS4US:
 - **Collaborate with scheduling and rider application vendors to identify feasibility and requirements for GOFS adoption**
 - Requirements of local agencies:
 - **Participate in vendor collaboration with ITS4US**
 - Publish and maintain GOFS feed in collaboration with software vendor on an ongoing basis.
 - GTFS-TextToSpeech
 - Need to perform a text to speech assessment, but it is assumed that some stop names would be announced more effectively with GTFS-TextToSpeech information. One agency’s CAD/AVL vendor has previously expressed willingness to consider this feature.
 - Requirements of ITS4US:
 - Covered by deployment 1
 - Requirements of local agencies:
 - Covered by deployment 1
 - [Optional] - Take on local GTFS-TextToSpeech publishing
 - GTFS-Translations
 - Need to perform a translations assessment, but it is assumed that some stop names would be transmitted more effectively with GTFS-

- Translations information. One agency's CAD/AVL vendor has previously expressed willingness to consider this feature.
- Requirements of ITS4US:
 - Covered by deployment 1
 - Requirements of local agencies:
 - Covered by deployment 1
 - [Optional] - Take on local GTFS-Translations publishing
 - GTFS-Vehicles
 - Variety of vehicles with different accessibility parameters. GTFS-vehicles data is currently being collected by ODOT via Trillium. No local vendors have explicitly expressed interest in providing this data.
 - Requirements of ITS4US:
 - Identify specific feature options and data requirements with front-end partners
 - Confirm validity of GTFS-Vehicles data
 - Requirements of local agencies:
 - Provide vehicle specification information
 - Directory/Analysis Frontend
 - The directory will be used in this area by all potential users, but will not necessarily require any work or features distinct from the 3-state wide deployment.
 - Requirements of ITS4US:
 - Covered by deployment 1
 - Requirements of local agencies:
 - Covered by deployment 1
 - Technology coordination teams
 - (?) Digital infrastructure/wayfinding
 - Digital infrastructure and wayfinding requires review and assessment for the region. A specific infrastructure or wayfinding project could be designed and sponsored based on local needs.
 - Requirements of ITS4US:
 - **Perform local infrastructure/wayfinding assessment**
 - Implement wayfinding project based on findings of assessment
 - Requirements of local agencies:
 - **Participate in local infrastructure/wayfinding assessment**
 - Participate in wayfinding project based on findings of assessment.
 - (?) Payment coordination
 - There is e-ticketing in the region which could potentially be shared across additional agencies or integrated into rider applications. There is no need to pursue a payment integration within this deployment site, but payment related features may be considered during the course of the project.
 - Requirements of ITS4US:
 - [none at present]
 - Requirements of local agencies:
 - [none at present]
 - 1st Tier Support Desk
 - This region has a number of rural and small urban systems that connect together but for which no central information source exists, so riders may not be aware of connecting services which extend the frontiers of their transit access. The 1st Tier Support Desk would locally support the Directory within the deployment region, to help riders identify all the services relevant to them.
 - Requirements of ITS4US:

- Define technical plan for customer endpoints to be offered through 1st Tier Support Desk
- Identify performing vendors for technology and labor services related to 1st Tier Support Desk
- Requirements of local agencies:
 - Review and comment on technical plan for customer endpoints

Outcomes and Performance Metrics

Access through a variety of interfaces, including a staffed 1st Tier Support Desk, to information about what transit is available, and real-time booking for some demand-responsive services. Clearer connectivity between different providers through regional trip planning including critical demand responsive connectors.

The following Performance Measures could be tracked within the deployment site.

- PM 3.1: More riders will use online or mobile booking tools for demand responsive transit and/or paratransit trips
 - Partnership requirements:
 - Acquire relevant data sets from vendor/agency
- PM 3.2: Increase in demand-response origins/destinations near key fixed-route transfer locations
 - Partnership requirements:
 - Acquire relevant data sets from vendor/agency

Appendix C. Draft Inter-governmental Agreement

INTERSTATE AGREEMENT

Project Name: Complete Trip ITS4US

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "ODOT;" the State of California, acting by and through its Department of Transportation, hereinafter referred to as "Caltrans;" and the STATE OF WASHINGTON, acting by and through its Department of Transportation, hereinafter referred to as "WSDOT," each herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted to ODOT in Oregon Revised Statute (ORS) 190.110 and 190.420; and granted to Caltrans under Government Code section 6500; and granted to WSDOT in Revised Code of Washington, Chapter 39.34 RCW and RCW 47.04.080; state agencies may enter into agreements with public agencies in other states for joint or cooperative actions to the extent that the laws of the other state permit.
2. In late 2019, the United States Department of Transportation ("USDOT") launched a new department-wide initiative to expand access to transportation for travelers, regardless of location, income, or disability, in accessing jobs, education, healthcare, and other activities. The Parties submitted a grant application for this program in order to extend existing open source software (Open Trip Planner) to more fully support travel by people with disabilities. The Complete Trip ITS4US project (the "Project") will build on previous work to develop the capacity to plan trips that include demand response transit, as well as provide travelers with information about travel options that meet their special needs.
3. The Project will lead to a more equitable transportation system through improvements in transit trip planning capacity. The Project expands the quality of and access to online and mobile trip planning, booking, and payments. By supporting new data standards and software that support real-time booking for ADA paratransit and other flexible services, as well as General Transit Feed Specification ("GTFS") extensions that cover text-to-speech and other accessibility considerations.
4. Purpose.

- a. A data specification format (General Transit Feed Specification or “GTFS”) exists for the description of fixed-route transit services and the transmission of that information between transit operators and rider applications such as Google Maps.
 - b. GTFS data is also used in applications managed by government agencies, including the Parties, for the purpose of reporting and analyzing fixed-route transit service information.
 - c. Many features of transit systems that are important for understanding the access provided by those systems are not included in the GTFS; these gaps include information regarding demand-responsive transit services, information regarding the accessibility features of transit systems such as pathways inside transit stations, and information regarding eligibility restrictions and precise fares.
 - d. The Parties expend resources to collect information which is or could be stored within GTFS data, as a result of overlapping software application maintenance or information within GTFS data being inaccurate or incomplete.
 - e. The Parties have partnered with each other, with the California Association for Coordinated Transportation (“CALACT”), and with other private and non-profit organizations on a project under the Complete Trip ITS4US project (the “Project”), which seeks to align the activities of the Parties and other organizations to increase the efficiency and improve the outcomes of GTFS-related technologies, especially for specific disadvantaged groups.
 - f. The Project will require the collaboration and active involvement of each of the Parties and other Project team members.
 - g. The Project should result in:
 - i. A new transit directory that makes access to transit information easy for riders, and access to transit data easy for the Parties and providers;
 - ii. Organized records of transit providers across the three-state region to improve consistency and ease of analysis;
 - iii. Improved data quality that provides information regarding accessibility infrastructure;
 - iv. Guidelines that clarify communications between transit operators and technology vendors, and streamline the procurement process; and
 - v. Technology coordination processes that allow for agencies to share technology innovations more effectively with minimal additional labor.
5. In accordance with USDOT ITS4US contract requirements, the Project will be developed in the following 3 distinct deployment phases and an operations maintenance period:
- a. Phase 1 Concept Development (17 months);

- b. Phase 2 Design and Test (up to 24 months);
- c. Phase 3 Operate and Evaluate (minimum of 18 months); and
- d. Operations Maintenance (minimum of 5 years).

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals made a part herein, and the Exhibits A, B, and C made a part herein, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, the Parties agree to commit support, either in the form of funding or payment-in-kind contributions, towards the Project. Unless increased by a fully executed amendment, Project cost shall not exceed a maximum amount of \$6,426,000 in federal funds with the Parties providing the match and any non-participating costs. Federal funding to support the Project through May of 2026 is expected in the amount of \$5,311,000 , and is contingent upon the committed match contributions by the Parties:
 - a. \$160,000 in funding from Caltrans;
 - b. \$250,000 in funding from ODOT; and
 - c. \$415,000 in payment-in-kind staff contribution from WSDOT.

Parties will review and mutually agree in writing if payment-in-kind contributions apply to the committed match contributions.

An amount of \$415,000 in stakeholder contribution is expected to be received and applied towards the match; however, the Parties are responsible for providing the match if the stakeholder contribution is not received. Any match shortfall shall be evenly divided between the Parties and added to their committed match contribution, unless otherwise specified by a fully executed amendment.

2. The Parties will develop a cooperative budget that itemizes overall Project costs, and the cost share towards the match requirement of those costs to be supported by each Party's budget. The Parties will develop the needed funding agreements to pool or otherwise share identified Project costs through one or more contract vehicles. The overall Project costs and budget will remain within the original Project estimate, including the committed match contributions, which are itemized in Paragraph 1 of this section.
3. A single Party, expected to be Caltrans, will respond to the Notice of Funding Opportunity ("NOFO") issued by USDOT in order to contract with the USDOT for the receipt of federal funds to support the Project.

4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate on July 31, 2031, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

PARTIES' OBLIGATIONS

The Parties will pursue the following actions:

1. The Parties will form a System Coordination Committee ("SCC"), the governing body of the Project, providing an official staff representative and an alternate who will attend all SCC meetings, and provide 2 hours per week in support of general coordination activities. The Party representative, or their alternate, on the SCC will be a voting member of that body. The SCC may select other individuals from organizations to be participants in SCC meeting discussions to provide information for consideration. The SCC will designate an individual to document and circulate meeting minutes for each SCC meeting.
2. The Parties intend to identify a Project Management Organization ("PMO") for each phase, currently CALACT (the Phase 1 contracting organization for the Project), to which the contracting Party will subcontract the responsibility for the day to day activities of the Project and coordination of Project actions by the Parties and other partner organizations. These activities will include but are not necessarily limited to:
 - a. Managing subcontractors to the Project; and
 - b. Drafting and authorizing the delivery of Project reports, and USDOT ITS4US contract deliverables or other deliverables.
3. The SCC will provide guidance to the PMO regarding direction that should be taken within the ongoing activities of the Project, as well as provide guidance to participating member organizations of the SCC regarding actions those organizations must take in order to support the Project. For guidance to be passed by the SCC it will require a unanimous vote of all SCC voting members. Guidance and voting on guidance may be oral, but will be recorded in the SCC meeting minutes. The SCC may designate the PMO, Party, or participating member organization to be responsible for reporting on progress with the guidance.
4. The Parties intend to pursue all guidance passed by the SCC.
5. The Party, PMO or participating member organization responsible for the guidance passed by the SCC, will report to the SCC on progress towards actions committed to in guidance from that body.
6. The Parties intend to convene as the SCC at least every other week to review the current Project operations and offer guidance to the PMO.
7. In a manner further specified by the SCC, the Parties intend to convene as the SCC at least once annually to review the coming year's budget details and program, and to authorize updates to the transit data guidance designed by the Project and instituted as a policy within

each state. The SCC will rely on feedback from stakeholders such as transit agencies, riders, and nonprofits in the finalization of the annual budget and transit data guidance.

8. The Parties intend to identify and enact internal processes that support transit agencies within their states in following the transit data guidance and other initiatives of the SCC. Specifically, the Parties expect to institute processes that:
 - a. Promote data standards use at transit operators receiving funding from the Parties;
 - b. Providing technical assistance to agencies to support the development of standardized data; and
 - c. Other processes as determined by the SCC.
9. The Parties intend to maintain the SCC and key technical USDOT ITS4US contract deliverables from the Project (transit operator directory and transit data guidance) and cooperation under this Agreement as required by the USDOT ITS4US contract requirements.
10. Parties shall perform the work described in Exhibit A.
11. Parties shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from the SCC.
12. Each Party shall perform the work under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings
13. All employers, including each Party, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Party shall ensure that each of its contractors complies with these requirements. The Parties acknowledge that ODOT, as an agency of the State of Oregon, is self-insured and provides Industrial Insurance (Workers' Compensation) coverage for its employees.
14. Each Party certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of the Party, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Party.
15. Parties acknowledge and agree that each Party, the Secretary of State's Office of the states of California, Washington and Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies

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Office of the Assistant Secretary for Research and Technology
Intelligent Transportation System Joint Program Office

of applicable records shall be made available upon request. The Party requesting access to the records shall bear the cost of copying such records. If any litigation, claim or audit is commenced, the records and accounts along with the supporting documentation shall be retained until all litigation, claim or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

GENERAL PROVISIONS

1. This Agreement may be terminated by a Party upon thirty (30) calendar days' notice, in writing and delivered by certified mail or in person, under any of the following conditions:
 - a. If the Party other than the terminating Party fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Party other than the terminating Party fails to provide payment of its share of the cost of the Project.
 - c. If the terminating Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or Party is prohibited from paying for such work from the planned funding source.
2. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
3. To the extent allowed by the law of the state of the indemnifying Party, each Party shall protect, defend, indemnify, save and hold harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each of the Party's own acts or omissions. Neither Party shall be required to indemnify the other Party for any such liability arising out of the acts or omissions of that other Party, its officers, employees or agents.
4. This indemnification and waiver shall survive the termination of this Agreement.
5. Notwithstanding the foregoing defense obligations under the paragraphs above, neither Party nor any attorney engaged by that Party shall defend any claim in the name of the other Party, nor purport to act as legal representative of the other Party without the prior written consent of the Party. Either Party may, at anytime at its election assume its own defense and settlement in the event that it determines that the Party is prohibited from or is not adequately defending the Party's interests, or that an important governmental principle is at issue or that it is in the best interests of the Party to do so.

6. As federal funds are involved in this Agreement, EXHIBITS B and C are attached hereto and by this reference made a part of this Agreement, and are hereby certified to by each Party's representative.
7. Each Party, as a recipient of federal funds, pursuant to this Agreement, shall assume sole liability for its Party's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Party's breach of any such conditions that requires ODOT to return funds to the Federal Highway Administration, hold harmless and indemnify ODOT for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Party, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
8. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind Parties unless in writing and signed by all Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Parties to enforce any provision of this Agreement shall not constitute a waiver by Parties of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

STATE OF WASHINGTON, by and through its
Department of Transportation

By _____

Print Name _____

Date _____

**APPROVED AS TO LEGAL SUFFICIENCY (if
required)**

By _____ Counsel

Date _____

STATE OF CALIFORNIA, by and through its
Department of Transportation

By _____

Print Name _____

Date _____

**APPROVED AS TO LEGAL SUFFICIENCY (if
required)**

By _____ Counsel

Date _____

STATE OF OREGON, by and through its
Department of Transportation

By _____

Print Name _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____

Assistant Attorney General

Date _____

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Note: The Oregon Department of Transportation is committed to complying with all statutory requirements to ensure that it is providing information that is more accessible to people with disabilities, as required by Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and 36 C.F.R. 1194 Appendix A. To request reasonable accommodation for access, due to a disability, to information related to this document, please contact the Oregon Department of Transportation's Procurement Office at 3930 Fairview Industrial Drive SE Salem, OR 97302-1166, phone #503-986-2710 or OPOAdministration@odot.state.or.us.

EXHIBIT A - RESERVED

For purposes of Exhibits B and C, references to Department shall mean ODOT, references to Contractor shall mean Agency, and references to Contract shall mean Agreement.

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this Contract that Contractor has not:

(a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Contractor) to solicit or secure this Contract,

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or

(c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Contractor), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the Contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

DEPARTMENT OFFICIAL CERTIFICATION

Department official likewise certifies by signing this Contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this Contract to:

(a) Employ, retain or agree to employ or retain, any firm or person or

(b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

Exhibit C

Federal Provisions

Oregon Department of Transportation

CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this Contract that to the best of its knowledge and belief, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this Contract, the Contractor is deemed to have signed this certification.

U.S. Department of Transportation
Office of the Assistant Secretary for Research and Technology
Intelligent Transportation System Joint Program Office

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

1. By signing this Contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Department determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause of default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this Contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this Contract, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this Contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by entering into this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that he has not paid or agreed to pay any company or person, other than a bona

fide employee working solely for Contractors, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranting, Department shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of this Contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.

3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this Contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. **Compliance with Regulations.** Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this Contract. Contractor, with regard to the work performed after award and prior to completion of the Contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the Contract covers a program set forth in Appendix B of the Regulations.

2. **Solicitation for Subcontractors, including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.

3. **Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act).** During the performance of this Contract, Contractor agrees as follows:

a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.

b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the Contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or

b. Cancellation, termination or suspension of the agreement in whole or in part.

6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this Contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Department and its Contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither Department nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as Department deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this Contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet Contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the Contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

U.S. Department of Transportation
Office of the Assistant Secretary for Research and Technology
Intelligent Transportation System Joint Program Office

DBE GOAL 0 %

By signing this Contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the Contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING DEPARTMENT'S DBE PROGRAM REQUIREMENT CONTACT
OFFICE OF CIVIL RIGHTS AT (503)986-4354.

Appendix D. Scoring Template

This scoring sheet should be filled out for every proposal received, on each budget item. A template will be provided after proposals are received, which will have the appropriate number of rows based on the proposals received.

Fill out each empty white cell in the table below, with one of the following 3 values:

- 1 - low
- 2 - medium
- 3 – high

Each score entered should reflect the quality of the organization's proposal with regard to the following categories:

- Experience - Does the organization have experience and personnel identified applicable to the proposed scope?
- Approach - Does the organization propose a reasonable and clear approach to accomplishing the scope?
- Cost - Does the organization propose a reasonable and clear cost proposal?

Total scores will be averaged across evaluations to determine initial ranking of proposals, to facilitate discussion internally.

BAFO stage will include newly refined budgets on a per budget item basis, and within budget items for partial scopes requested. BAFO proposals will be rescored and final average scores will be used to identify recommended vendor for the budget item. The PMT may alter the budget items or add or eliminate budget items at any point during the process pursuant to ongoing budgeting and reporting work.

Budget ID	Proposer	Experience	Approach	Cost	Total
1					
2					
2					

3					
4					
5					
6					
7					
8					
9					
10					

U.S. Department of Transportation
ITS Joint Program Office-HOIT
1200 New Jersey Avenue, SE
Washington, DC 20590

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FHWA-JPO-21-906



U.S. Department of Transportation