

Request for Proposals for Enhanced Call Center Services for the San Diego Association of Governments 511 Traveler Information System

Issued by ICx Transportation Group, Inc.

on behalf of Telvent Farradyne Inc.

July 10, 2008

Request for Proposals for Enhanced Call Center Services

1. Introduction and Project Description

The San Diego Association of Governments (SANDAG) operates a 511 traveler information telephone number (511 in the San Diego region and 800-215-4551 elsewhere) and co-branded web page (<http://511sd.com/>). Travelers in the San Diego region are able to get traveler information by calling the phone number or visiting the web site. Information is available covering traffic (including traffic conditions and travel times), transit, roadside assistance, ridesharing, airports, FasTrak, bicycling, and other programs.

SANDAG's 511 is part of the national 511 traveler information program, and is an integral part of the region's transportation services. In order to provide transportation services more effectively, SANDAG is exploring ways to generate revenues using its 511 system and related assets. These revenues will be used to expand and enhance the services provided by the 511 system. This Request for Proposals (RFP) represents one aspect of SANDAG's exploration of business services.

Telvent Farradyne Inc., has the prime contract with SANDAG to design, operate and maintain a multimodal traveler information service. ICx has a subcontract with Telvent and part of ICx's scope is to manage the SANDAG 511 business services aspect of the 511 program. Therefore, ICx is the entity conducting this procurement. Any contracts formed will be between the selected bidder(s) and ICx. SANDAG may elect to have the contracts directly with the successful bidder(s), or subsequent agreements executed between ICx and proposer(s) may be assigned to SANDAG or its designee.

2. Scope of Work and Schedule

The objective of this effort is to enhance the 511 traveler information system by providing additional services via the 511 telephone number. The chosen proposer will work with various service providers to provide connections from 511 to those services. Services can include some or all of the following, and may include others as well:

1. Taxi dispatch services
2. Shared ride (i.e., airport shuttles) reservations and dispatch
3. Limousine services
4. Tow services (non-freeway)
5. Personalized traveler information subscription services (such as alternate routing)

The services proposed should be complementary to the services already offered through SANDAG's 511 phone and web portals (i.e., transportation related).

The chosen proposer will be responsible for arranging for all of the services; Telvent, ICx and SANDAG will modify the 511 menus as needed to support and promote the enhanced services.

We anticipate this contract running for one year, at the end of which time ICx and SANDAG will evaluate its effectiveness. We reserve the right to extend the contract in one year increments for as long as ICx is under the SANDAG 511 contract, or have this assigned to SANDAG or its designee.

3. Budget

The chosen proposer will receive no funds from ICx. It is anticipated that the proposer will generate revenue by:

- Entering into arrangements with the various service providers under which the proposer will receive a set payment for every call made or service provided via 511; and
- Selling subscriptions to the concierge service.

The chosen proposer will then provide a portion of that revenue to the project.

4. Instructions to Proposers

Proposers are requested to submit an electronic submission to Michael Berman at Michael.Berman@icxt.com:

Proposals must be received by 4:00 p.m. Pacific Time on July 31, 2008. Proposals received after that time will not be considered, and will be returned unopened to the proposer.

Proposers may submit questions to ICx Transportation at any time during the proposal development process. Questions should be directed, by email, to Michael Berman at the email address noted above.

5. Form of Proposal

Proposals must include the following. While there is no page limit, brevity is encouraged.

1. Transmittal Letter

Each proposal must have a transmittal letter signed by an individual authorized to bind the proposer. The transmittal letter must also state that the proposer's offer will remain valid for ninety days.

2. Table of Contents

The table of contents will show all major sections and subsections of the proposal.

3. Overview and Summary

This section will be an executive summary of the proposer's approach and qualifications.

4. Project Understanding and Work Plan

In this section, proposers shall first describe the goals of the project, as they understand them. It should then discuss the strategies and tasks by which the proposer will meet the goals. For each task, proposers should identify what deliverables they will provide (if applicable). Proposers may use the tasks described in the Scope of Work above for guidance, and may use those tasks or other tasks as they see fit. Specifically, proposers should identify which services they will provide and which service providers they have contacted with sufficient detail to enable ICx to assess the feasibility of the proposed approach.

If applicable, proposers shall describe what resources other than modifications to the 511 menu they will need from either SANDAG or ICx to effectively implement their work plan.

5. Team Structure and Organization

This section of the proposal must do the following:

- Identify the proposer's project or account manager
- Identify the proposer's principal in charge
- Identify all subcontractors (if applicable) and describe their role(s)
- Identify all other key staff people, with a brief narrative on their experience.

6. Qualifications and References

For each firm on proposer's team, this section must include at least three references for similar projects. Each reference must include a description of the project, the names of proposer's team members who were involved in the project and their roles on that project, and contact information for a reference at the client (including the person's name, telephone number and email address).

For each individual identified in Section 5 above, include a resume that describes all relevant work experience and training.

7. Cost Proposal

The cost proposal should identify the revenue that proposers expect to generate from each type of service provided and the amount of the revenue that will be provided to the project.

6. Evaluation Process

After receiving proposals, ICx will review them using the following criteria:

- Net revenue to be returned to the project
- Proposer's understanding of the goals of the project
- Proposer's approach, including an assessment of the likelihood that the approach will meet the project goals and the revenue estimates
- Proposer's individual and team qualifications

ICx reserves the right to do any of the following:

- Cancel this RFP
- Reject all proposals
- Conduct discussions or negotiations with one or more proposers on any element of this RFP
- Conduct interviews
- Speak with proposers' references
- Award a contract without conducting interviews or negotiations

7. Terms and Conditions

The successful proposer will be expected to enter into ICx's Standard Subcontract Agreement, which is included as Attachment A. Proposers shall identify any concerns they have with that agreement and provide proposed alternate language as part of their proposal.

Subcontract

This Subcontract is made this ___ day of ____, 20___, by and between:

(hereinafter called "Subcontractor")

and

ICx Transportation Group, Inc.
1728 Clay Street, Suite 14
San Francisco, California 94109
(hereinafter called "Contractor")

Recitals

- A. Contractor has entered into an agreement with Telvent Farradyne, Inc. (TFI) to perform services for the San Diego Association of Governments (hereinafter called "Client") that include the redistribution and use of SANDAG's 511 services and information (hereinafter called "Project");
- B. TFI, Contractor and SANDAG parties have agreed that a portion of the Project to be done by Contractor will be subcontracted by Contractor to Subcontractor, as defined in and subject to the terms and conditions set forth in this Subcontract.

This Subcontract witnesses that in consideration of the mutual covenants contained herein, the Parties agree as follows:

Article 1- Interpretation

- A. **Definitions.** In this Subcontract, the following terms shall have the following meanings:

"General Conditions" means the terms and conditions contained in Exhibit B to this Subcontract.

"Main Contract" means the signed agreement and its attachments between Client and TFI for the Project.

"Subcontract Price" has the meaning defined in Article 3 of this Subcontract.

"Work" means the services and work to be performed by Subcontractor as described in Exhibit A (Scope of Work) and the applicable provisions of the Main Contract and all other efforts and services necessary on the part of Subcontractor to complete all of its obligations under this Subcontract and the terms and conditions of the Main Contract.

B. Exhibits. The following are the Exhibits attached to and forming part of this Subcontract:

- Exhibit A: Scope of Work and Description of Business Services
- Exhibit B: Revenue Sharing Agreement
- Exhibit C: Main Contract terms and conditions and all attachments made a part thereof

Article 2- Performance of the Work

- A. General Description.** The Subcontractor hereby agrees to perform the Work in accordance with the terms and conditions expressed herein, and in a sequence, time and manner which will permit Contractor to comply with the requirements of the Main Contract.
- B. Employees of Subcontractor.** Any individual employed by Subcontractor in the performance of the Work shall be employed solely at the expense of the Subcontractor. On request, Subcontractor shall provide Contractor with certificates or other proof that there are no outstanding taxes, premiums or assessments in respect of such employees.
- C. Subcontracting.**
 - 1. Subcontractor shall not subcontract any portion of the Subcontract Work without the written consent of Contractor.
 - 2. Subcontractor shall be fully responsible for all work performed by any sub-subcontractor employed by Subcontractor with the approval of Contractor to the same extent as if such work was done directly by Subcontractor.
 - 3. Nothing in this Subcontract shall be interpreted as creating any contractual relationship between Contractor and any sub-subcontractor of Subcontractor.

Article 3- Revenues and Reporting

- A. Revenue Generation.** Subcontractor will not be paid for this project. Subcontractor shall receive revenue, if at all, from monetizing the business services specified in Attachment A. Revenue shall be shared between ICx, the Subcontractor, and the client as defined in Attachment B.
- B. Revenue Sharing.** Subcontractor shall provide a quarterly accounting of the revenue received during the previous quarter. The accounting shall be provided to ICx by the end of the first month after the end of each quarter. The accounting shall cover all elements of the revenue sharing agreement in Attachment B. Upon receipt of the accounting, ICx will have fourteen days to review it. If ICx agrees with the

accounting, it will so inform Subcontractor, and Subcontractor shall remit both ICx's and the client's share of the revenues to ICx. If ICx disagrees with the accounting, it will inform Subcontractor of its disagreement, and the parties will attempt to resolve their differences. If the parties are unable to resolve differences, the dispute resolution processes in the Main Contract will be adhered to.

Article 4- General

- A. Independent Contractor Status.** This Subcontract shall not be interpreted or construed to create between the Parties any agency, partnership, association, or joint venture. As an independent contractor, Subcontractor agrees to indemnify and hold Contractor harmless from any and all claims for taxes and costs that may be assessed against Contractor arising out of Subcontractor's failure to pay any such taxes or fees that are Subcontractor's responsibility, including, but not limited to, taxes or contributions for unemployment insurance, pensions and withholdings for income taxes payable in respect of wages payable to persons employed by Subcontractor.
- B. Disclaimer of Warranty.** All information, content, data, or other materials provided to Subcontractor by either ICx, TFI or by the client are provided "as is" with no warranties. ICx does not endorse, represent or warrant the accuracy or reliability of any of the information, content, data, or other materials provided to Subcontractor by either ICx or by the client. Any reliance upon any such information, content, data, or other materials shall be at the Subcontractor's risk. Neither ICx nor the Client shall be responsible for any damages, monetary or otherwise, alleged to have been caused by Subcontractor's participation in the project.
- C. Indemnification.** Subcontractor agrees to defend, indemnify, protect and hold ICx, TFI and the Client and their agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the Subcontractors' employees, agents or officers, which arise from or are connected with or are caused or claimed to be caused by the negligent, reckless or willful acts or omissions of the Subcontractor and its subcontractors and their agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same, including attorney fees and costs; provided, however, that the Subcontractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of ICx or their client, including their agents, officers or employees.
- D. Legal Obligation.** Subcontractor shall be bound to Contractor under this Subcontract as Contractor is bound to Client under the Main Contract. Notwithstanding the aforementioned, Contractor must have written authority from Client prior to termination of the Subcontractor from the Project whether for cause or convenience.
- E. Assignment.** Subcontractor shall not assign this Subcontract or any portion thereof without the written consent of Contractor.

- F. Applicable Law.** This Subcontract shall be interpreted by and construed under the laws of the State of California.

- G. Entire Agreement.** This Subcontract and its attachments constitutes the entire agreement between the parties in relation to the matter herein described, and supersedes all previous written or oral communications, understandings and agreements between the parties unless specifically stated herein. There are no representations, warranties, conditions or other agreements between the parties in connection with the subject matter of this Subcontract except those specifically set forth herein. This Subcontract shall not be changed or modified except by an agreement in writing between the parties hereto or their permitted assigns.

Article 5- Notices

Any notice, communication, payment or demand required or permitted to be given or made hereunder shall be deemed sufficiently given or made for all purposes if:

- (a) delivered personally during normal business hours on a business day to the party or to an officer or other responsible employee of the party to whom the same is directed; or

- (b) sent by electronic means of sending messages, including facsimile transmission, which produces a paper record, during normal business hours on a business day.

Until changed in accordance with the provisions of this clause, the addresses of the parties for notices are set out below:

Subcontractor:

Contact Person: _____
Firm Name: _____
Address: _____
City, State, and Zip Code: _____
Telephone: _____
Fax: _____
Email: _____

Contractor:

1720 Clay Street, Suite 14
San Francisco, California 94109
Phone: 415-559-2150
Fax: 888-511-ICXT
Attn: Peter Dwyer, Managing Director

In Witness Whereof, the parties hereto have caused this Subcontract to be executed by their duly authorized officers.

Subcontract between ICx Transportation Group, Inc., and _____

ICx Transportation Group, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: Peter Dwyer
Title: Managing Director

Subcontract between ICx Transportation Group, Inc., and _____

Exhibit A
Scope of Work and Description of Business Services

The following sets out Subcontractor's Scope of Work.

Subcontract between ICx Transportation Group, Inc., and _____

Exhibit B
Revenue Sharing Agreement

Subcontract between ICx Transportation Group, Inc., and _____

Exhibit C
Copy of the Main Contract
-attached hereto-