



**SAN DIEGO ASSOCIATION OF GOVERNMENTS
REQUEST FOR INNOVATIVE CONCEPTS (RFIC)**

REQUEST FOR INNOVATIVE CONCEPTS SUMMARY

Solicitation Number: SOL944481 (Phase 1)

Solicitation Title: Connector Service Request for Innovative Concepts

RFIC Release Date: November 1, 2021

Service Requested: SANDAG is requesting innovative concepts for one or more Connector projects to better understand the new technologies and transportation trends that could be leveraged to implement the Draft 2021 Regional Plan.

SANDAG hopes to identify proposers interested in establishing a partnership with the goal of pursuing funding, planning, and ultimately implementing one or more Connector services. Proposers that do not submit an Expression of Interest (EOI) in response to this Request for Innovative Concepts (RFIC) will not be eligible to participate in Phase 2 as described in this RFIC. Only those proposers invited to Phase 2 will be eligible for a potential partnership in Phase 3.

Non-Mandatory Pre-Proposal Meeting: Date: November 17, 2021 via Microsoft Teams
Time: 10 AM. United States PST

Deadline for Questions Regarding this RFIC: December 10, 2021 by 5 PM. United States PST

**EXPRESSIONS OF INTEREST (EOI) DUE DATE AND TIME:
JANUARY 14, 2022 BY 5 PM UNITED STATES PST**

SANDAG Vision Statement

Pursuing a brighter future for all.

SANDAG Mission Statement

We are the regional agency that connects people, places, and innovative ideas by implementing solutions with our unique and diverse communities.

Our Commitment to Equity

We hold ourselves accountable to the communities we serve. We acknowledge we have much to learn and much to change; and we firmly uphold equity and inclusion for every person in the San Diego region. This includes historically underserved, systemically marginalized groups impacted by actions and inactions at all levels of our government and society.

We have an obligation to eliminate disparities and ensure that safe, healthy, accessible, and inclusive opportunities are available to everyone. In 2021, SANDAG will develop an equity action plan that will inform how we plan, prioritize, fund, and build projects and programs; frame how we work with our communities; define how we recruit and develop our employees; guide our efforts to conduct unbiased research and interpret data; and set expectations for companies and stakeholders that work with us.

We are committed to creating a San Diego region where every person who visits, works, and lives can thrive.

5 BIG MOVES 1 INTEGRATED TRANSPORTATION SYSTEM

NEXT OS

Enabling technology

COMPLETE CORRIDORS

Optimizing roadways

FLEXIBLE FLEETS

Last mile options

TRANSIT LEAP

Alternatives to automobiles

MOBILITY HUBS

Transfer points



I. INTRODUCTION

The San Diego Association of Governments (SANDAG) invites interested parties to submit innovative concepts for transportation “Connector” services that advance SANDAG’s Draft 2021 Regional Plan. The Draft 2021 Regional Plan is a transformative vision for mobility shaped by five key strategies that are collectively known as the 5 Big Moves – Complete Corridors, Transit Leap, Mobility Hubs, Flexible Fleets, and the Next Operating System (OS). This Request for Innovative Concepts (RFIC) is a phased competitive procurement that seeks to engage innovators, entrepreneurs, service providers, and mobility experts to collaborate on planning, designing, and financing a leading-edge Connector service that can be implemented in the near term (5 to 10 years).

A. Phase 1 | Expressions of Interest (EOI)

During Phase 1, SANDAG seeks Expressions of Interest (EOIs) that describe innovative concepts for a future Connector project(s) that addresses critical transportation challenges in the San Diego region. Submittals should be from qualified proposers interested in investing in the project(s) along with SANDAG, as described herein. SANDAG, along with experts from other agencies, will evaluate the concepts and select up to three (3) proposers or teams of proposers. SANDAG will enter into Innovative Concept Development Agreements with the selected proposers who will each receive \$50,000 as partial compensation to participate in Phase 2 of the RFIC process.

B. Phase 2 | Innovative Concept Development

During Phase 2, up to three (3) selected proposers will develop a more comprehensive conceptual design and cost proposal, and they will participate in the Connector Concept Pitch Event. At this event, the selected proposers will present their conceptual design to a panel of experts, regional stakeholders, and the public, as well as participate in a Question & Answer session.

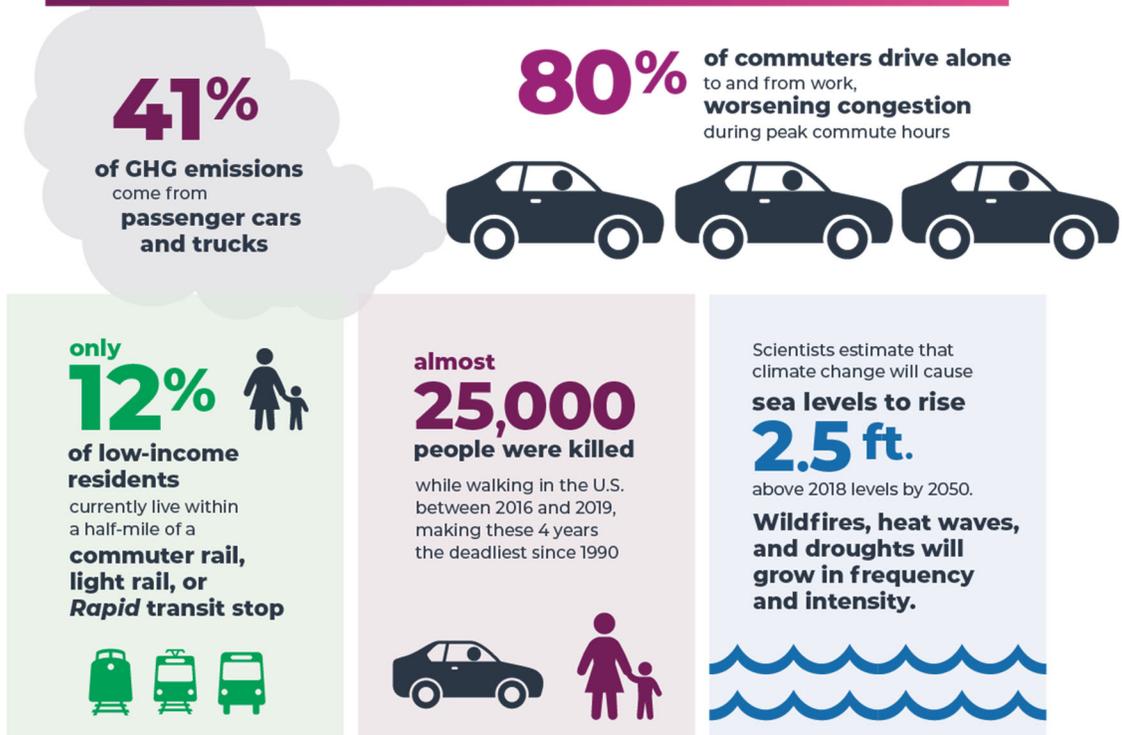
C. Phase 3 | Partnership

During Phase 3, SANDAG will determine which, if any, of the more fully developed innovative concepts for a Connector will be pursued and may enter into partnership agreements with one or more proposers as part of Phase 3. The partnership agreements would explore funding opportunities for further concept development to plan, design, and ultimately implement one or more connector services. If SANDAG enters into a partnership agreement(s) with the selected proposer(s), SANDAG and the selected proposer(s) would cooperatively seek and provide project funds and share in both the risks and rewards of the project(s).

II. BACKGROUND

The San Diego Association of Governments, or SANDAG, is the Metropolitan Planning Organization, Congestion Management Agency, Council of Governments, and Regional Transportation Commission that represents and serves the 19 jurisdictions that comprise the San Diego region. One of SANDAG’s primary responsibilities is to develop the region’s long-range transportation plan. [San Diego Forward: The Draft 2021 Regional Plan](#) reimagines the transportation system to address the greatest transportation challenges the region faces: traffic congestion, social inequities, and climate change.

A few key statistics point to the urgent need to reimagine our regional transportation system so that we can tackle these pressing challenges:



III. PROJECT OVERVIEW AND PURPOSE

SANDAG’s Draft 2021 Regional Plan presents a transformative vision for the future of transportation that leverages trends in technology to reimagine how people and goods will move around the region. The Draft 2021 Regional Plan is scheduled for final approval by the SANDAG Board of Directors in December 2021. SANDAG is now seeking innovative concepts and public-private partnership opportunities to jumpstart development of one or more Connector services that will bring the 5 Bid Moves within the Regional Plan to life. These concepts will provide SANDAG with a better understanding of current and emerging transportation technology for incorporation into future planning efforts.

Connector concepts must advance the goal of a transportation system that is faster, fairer, and cleaner:

Faster by reducing traffic congestion and providing a comfortable and convenient alternative to the private automobile;

Fairer by providing an affordable and accessible solution that advances mobility equity;

Cleaner by providing an emission-free mobility solution.

SANDAG is open to Connector proposals in any area of the region that are consistent with projects in the Draft 2021 Regional Plan and provide a convenient, affordable, and comfortable alternative to the private automobile. To be competitive with the private automobile, Connector concepts should be

grade-separated, operate in a fixed guideway, and/or leverage priority treatments that make the service more competitive and reliable. Some key transportation challenge areas are provided below for consideration, but concepts do not need to be limited to these specific geographic areas.

Proposers are encouraged to analyze data provided in the [Connector Service Interactive Data Tool](#) to identify the optimal geographic area for a Connector service that will achieve the goals of the Draft 2021 Regional Plan while providing a good opportunity to demonstrate the technology and service type being proposed. The Data Tool includes information about existing conditions such as current congestion levels as well as existing bike and transit routes. Additionally, maps are available that depict demographics, including forecasted (2035) total population, jobs, and housing, populations of low-income, senior, and minority groups. The Data Tool also includes maps that highlight today's travel demand patterns on a typical day.

A. Key Transportation Challenge Areas

- *Blue Line Trolley Corridor*

The Blue Line Trolley is the busiest rail service in the region. The current travel times on the Blue Line Trolley between the San Ysidro border with Mexico and downtown San Diego can exceed one hour. Similar travel times in a car average 20 to 30 minutes. The Interstate 5 (I-5) South Corridor, which is parallel to the Blue Line Trolley and I-805, is a highly utilized corridor for passengers and goods connecting to the international border, to our seaports, and up to Los Angeles. SANDAG would like to reduce travel times for transit users in the corridor to 30 minutes and provide an express option for passengers taking longer trips along the route. The requirement to maintain freight operations on the line at night, however, may prevent the construction of additional track that would be required to shorten travel times and provide express service.

- *Decentralized Employment Centers*

San Diego is home to three major employment centers. These are Sorrento Valley/University City, Kearny Mesa, and Downtown San Diego. Another large employment center in North County exists along Palomar Airport Road in Carlsbad. Downtown San Diego is well-served by transit, but bus and rail service times are impacted by traffic congestion. Sorrento Valley, Kearny Mesa and the North County employment centers are not well-served by transit and are responsible for significant peak period traffic on I-5, I-8, State Route 78 and I-805. Employers are spread out across several miles, and the land use patterns make it difficult for traditional fixed route transit to be effective. SANDAG would like a time- and cost-competitive option to better serve these primary employment centers.

- *Downtown Connectivity*

San Diego is interested in developing an option for people to seamlessly connect to destinations in and around downtown San Diego, including major activity centers like the San Diego International Airport, Civic Center, Convention Center, Bayfront, Petco, Sports Arena, and Balboa Park. Downtown and the surrounding urban neighborhoods are plagued by automobile congestion, making it slow and difficult to get around. Transit, bike, and pedestrian activity is often hampered by this congestion. SANDAG is looking for an

opportunity to prioritize shared rides and active transportation in our urban communities – providing faster, fairer, and cleaner services.

- *Border Congestion*

San Diego is in the unique and opportune position of having one of the busiest international land border crossings in the world. Congestion at our border crossings with Mexico makes it difficult to get around by transit, walking, and biking. Car congestion also creates an unsafe environment, increases air pollution, and hampers local businesses. SANDAG recently was [awarded federal funds](#) to implement intelligent transportation solutions to manage transportation in the border region. A plan also is under development for a San Ysidro Mobility Hub. New businesses such as Amazon are locating near the border, but not along transit lines, which will lead to more congestion. SANDAG is interested in building on existing efforts in the border region to identify innovative mobility solutions that would make connections easier for travelers.

- *East-West Connectivity*

I-8 and State Route 94 experience significant peak period traffic. Near-term development in this corridor, including the pending expansion of San Diego State University into Mission Valley, will further increase demand for trip-making, worsening congestion. SANDAG is interested in exploring the potential for more mobility options to improve access to and enhance the existing light rail service that connects east county communities to San Diego.

B. Reference Materials

SANDAG has several planning efforts underway and completed studies that could help proposers develop Connector proposals.

- [Connector Service RFIC Interactive Data Tool](#)
- The [Draft 2021 Regional Plan](#) encompasses 5 Big Moves, key strategies for mobility that work together to ensure a sustainable transportation future. The 5 Big Moves include Complete Corridors, Transit Leap, Mobility Hubs, Flexible Fleets, and the Next OS. Learn more about the data used to develop the plan and projects envisioned for the San Diego region in the interactive [Data Viewer](#).
- In support of the development of the Draft 2021 Regional Plan, SANDAG conducted an analysis of employment centers in the region including what industries are present, where the employees in these areas commute from, and what their commutes look like. Learn more about our employment centers in the [SANDAG Employment Center Analyses](#).
- The [2020 State of the Commute](#) report provides information on freeway, transit, and local roadways usage and performance data collected on an annual basis.
- [Comprehensive Multimodal Corridor Plans \(CMCPs\)](#) build on the Regional Plan to develop a more specific strategy for transportation projects that will reduce congestion and improve mobility through operational improvements, technological advancements, and increased

travel options along a defined transportation corridor. SANDAG currently has five CMCPs underway:

- [South Bay to Sorrento](#)
- [Central Mobility Hub and Connections](#)
- [North County](#)
- [San Vicente](#)
- [Coast, Canyon, and Trails](#)
- [Airport Connectivity Analysis, Central Mobility Hub](#), and other [Regional Airport Access Studies](#)

IV. SCHEDULE

A. Phase 1 | Expressions of Interest (EOI)

SANDAG anticipates the process for awarding the Cooperative Agreement(s) will be according to the following tentative schedule:

Issue RFIC (Phase 1)	November 1, 2021
Preproposal meeting (non-mandatory)	November 17, 2021
Deadline to submit questions	December 10, 2021
Responses to questions published	December 17, 2021
EOI Due Date	January 14, 2022
Interviews.....	Week of February 7, 2022
Announcement of finalists	Week of February 14, 2022
Execution of Innovative Concept Development Agreements.....	March 2022

B. Phase 2 | Innovative Concept Development

A more detailed schedule will be provided to proposers selected to advance to Phase 2 at a future date. The following tentative schedule is merely an estimate:

Issue RFIC (Phase 2)	March 2022
Networking Event.....	March 2022
Deadline to submit questions	April 2022
Responses to questions published:.....	April 2022
Innovative Concept Deliverables Due Date	May 2022
Connector Concept Pitch Event (in person).....	May 2022

C. Phase 3 | Partnership

A more detailed schedule will be provided to proposer(s) selected to enter into partnership agreements at a future date. The following tentative schedule is merely an estimate:

Selection of Partners.....	June 2022
Execution of Partnership Agreement(s).....	June 2022

V. CONTENT REQUIREMENTS

A. Phase 1 (Expression of Interest)

EOIs submitted in response to this RFIC shall be a maximum of 10 single-sided narrative pages in length (not including graphics), and in Adobe Acrobat PDF format. EOIs shall include the following information:

1. *Connector Concept*

Identify the project area(s) on a map. Describe how the project would provide a critical connection, why the specific location(s) was selected, which element(s) of the 2021 Regional Plan the project addresses, and how the project integrates with the existing transportation network. Describe how this Connector concept addresses the transportation challenges and achieves the goals described in the project overview and purpose section of this RFIC. Confirm that the project will be an Americans with Disabilities Act-accessible service. Include information on vehicle type, capacity, speed of service, passenger amenities, and rider experience.

2. *Technology Readiness and Feasibility*

Provide a description of the current development status of Connector concept being proposed. Include a schedule for development if applicable. Identify what key assumptions are included in developing this schedule.

3. *Project Team Experience*

Provide a discussion of proposer's experience and areas of expertise. Describe the qualifications of key team members. Describe proposer's abilities and experience with development risk on major infrastructure development projects. Proposers must complete and submit as part of their response to this section, the Responsibility Questionnaire, which is incorporated as an Exhibit to this RFIC, and will be published with Addendum No. 1. A completed Responsibility Questionnaire is needed to ensure the proposer(s) selected for Phase 2 are responsible and have the financial and human resources needed to be viable as a potential partner in Phase 3.

4. *Cost Estimate*

Provide a high-level cost estimate (2021 dollars) that considers all aspects of project delivery (design, environmental, construction). Include estimates for on-going operations and maintenance, as well as equipment replacement costs and schedules. Include information on proposed fare/cost to passengers of the Connector service.

5. *Innovative Project Delivery*

Describe any proposed investment by proposer and/or innovative financing opportunities. Discuss proposer's commitment to assist SANDAG in the development of future state, federal, and other grant applications to obtain funding for implementation. Discuss potential funding

options for operations and maintenance. Describe proposer's previous experience investing in major infrastructure development projects.

6. *Graphic Representation of the Project*

Key elements of the concept design should include alignment, station locations, connections to the existing transit network, and passenger amenities. Note: Graphics do not count toward the 10-page narrative limit.

B. Phase 2 (Innovative Concepts Development)

More detailed information on content requirements for Phase 2 will be provided to the proposer(s) selected to participate in Phase 2. Details to be requested will include more information from proposer(s) on feasibility, knowledge of applicable California laws, considerations for constructability (seismic faults and groundwater, existing utilities, interrelation to existing streets and roads (grade crossings, and other physical constraints), right of way impacts (maximizing the use of existing public right of way and minimizing the impact on private property owners), and refined project cost. Conceptual designs must include plan view graphics of alignment, general vertical configuration (below, above, or at-grade), station details, key sections and relevant views, and a 3D model with fly through. Below-grade vertical configurations (cut and cover, single or dual bore) should have considerations for fire/life/safety and ventilation.

VI. PRE-SUBMITTAL ACTIVITIES

A. Preproposal Meeting

A non-mandatory preproposal meeting will be held virtually via Microsoft Teams on November 17, 2021 at 10 a.m. PST. A link will be provided through the SANDAG web-based vendor portal. Potential proposers are highly encouraged to attend for an overview of the procurement process, more insight into the identified transportation challenge areas, and the opportunity to ask questions.

The names, emails and phone numbers of potential proposers that sign in and attend the preproposal meeting will be published on the web-based vendor portal to help proposers and potential partners locate each other. This is not an endorsement by SANDAG of any of the individuals or firms listed.

B. Questions Concerning Request for Innovative Concepts

All questions relating to the RFIC must be received in writing via the SANDAG web-based vendor portal no later than 5 p.m. PST on December 10, 2021. Responses to all timely questions received will be published via the SANDAG web-based vendor portal.

C. Exceptions

All exceptions, including but not limited to SANDAG's Innovative Concept Development Agreement, which is an Exhibit to this RFIC, will be considered during the RFIC process. Proposers can submit Exceptions as part of their EOI for SANDAG's consideration. Exceptions submitted by

mail, facsimile, email, or during Q&A in lieu of submitting along with their EOI will not be considered.

When submitting exceptions, the Innovative Concept Development Agreement section number and title, current language, proposed language, and a clear explanation for each requested change must be provided for consideration. SANDAG will provide its response to any exceptions during negotiations if the proposer is selected.

Requests for complete replacement of the SANDAG Innovative Concept Development Agreement for another contract document or requests for additional compensation will not be granted. Failure to make exceptions to the RFIC or Innovative Concept Development Agreement will be deemed a waiver of any objection.

D. Revision to the RFIC

SANDAG reserves the right to revise the RFIC prior to EOI due date and time. Revisions to the RFIC shall be published on the SANDAG web-based vendor portal. It is the responsibility of proposers to check the website for any revisions related to this RFIC.

VII. SUBMITTAL REQUIREMENTS

EOIs must be submitted via the SANDAG web-based vendor portal no later than 5 PM United States PST on January 14, 2022. Proposers are limited to submitting only one EOI in response to this RFIC. More than one product or service may be described within the EOI.

EOIs submitted by mail, facsimile, or email in lieu of electronic copies uploaded onto the online web-based portal will not be acceptable or considered. Any EOI that is missing pages or cannot be opened for any reason may be considered unresponsive. Proposers are responsible for fully uploading their entire EOI before the stated deadline. It is the proposer's sole responsibility to contact the SANDAG bid management provider, BidNet Direct, to resolve any technical issues related to electronic submittal, including, but not limited to, registering as a vendor, updating password, updating profiles, uploading/downloading documents, submitting an electronic SOQ, prior to the submission deadline.

Failure to comply with any of the requirements of the RFIC may result in disqualification. SANDAG is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in EOIs. If an EOI is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. SANDAG may, but is not required to, seek clarification from a proposer regarding information in an EOI. Errors and ambiguities in EOIs will be interpreted in favor of SANDAG.

SANDAG reserves the right to waive inconsequential irregularities.

VIII. EVALUATION AND SELECTION PROCESS

EOIs will be evaluated, selected, and any award made in accordance with the criteria and procedures described below.

A. Phase 1 - Evaluation of EOIs

Proposers will be evaluated on the criteria as defined in the EOI Evaluation Form, which is incorporated as an Exhibit to this RFIC. Proposers will be evaluated based upon the information submitted in accordance with EOI content requirements, the evaluation criteria, and compliance with all other requirements of this RFIC.

In the event that an EOI contains conditions, exceptions, or reservations to any RFIC and/or SANDAG Innovative Concepts Development Agreement requirements, said conditions, exceptions, reservations, or understandings may be negotiated at SANDAG's sole discretion.

B. Phase 1 – Responsibility

SANDAG is only permitted to award contracts to responsible proposers. Determination of a Proposer's responsibility will be made upon the basis of initial information submitted in the EOI, including the Responsibility Questionnaire.

SANDAG shall only evaluate the Responsibility Questionnaire of the three (3) highest rated and selected proposers. If one or more of the three (3) highest rated selected proposers does not meet the required responsibility, only then will SANDAG evaluate the next highest rated proposer.

In the event that a proposer does not meet its responsibility requirements, SANDAG shall send proposer a Notice of Non-Responsibility detailing the reasons why the proposer was found to be nonresponsible, including any evidence reflecting upon its responsibility received from others or adduced as a result of independent investigation. Any such proposer shall be entitled to present evidence in writing to SANDAG rebutting the Notice of Non-Responsibility and affirmatively demonstrate its ability to perform the Contract in the form of a protest.

C. Phase 1 – Interviews

SANDAG staff may contact proposers with specific questions regarding their EOIs when clarification is needed. SANDAG reserves the right to hold interviews with proposers in the competitive range that submit an EOI to discuss answers to written or oral questions, clarifications, and any facet of their EOIs. If SANDAG chooses to hold interviews, the proposers will be notified and further evaluated on the criteria as defined in the Interview Evaluation Form, which is incorporated as an Exhibit to this RFIC. Note that all interviews, if held, will be virtual.

D. Phase 2 – Innovative Concept Development

After all evaluations and interviews (if applicable) have been completed, SANDAG will select which proposer(s), if any, it finds to be most advantageous to SANDAG based upon the criteria in this RFIC.

Based upon the written EOI, and any interview, the Evaluation Committee will recommend the top-ranked proposer(s) to the SANDAG Executive Director or designee and will request authority to enter into an Innovative Concepts Development Agreement with the selected proposers. The Executive Director or designee has final authority for selection. The proposer(s) selected will be sent a Notice of Intent to Negotiate. Proposers who are not selected for negotiations will be sent a Notice of Intent to Enter Negotiations with Another Proposer.

SANDAG protest procedures may be obtained at www.sandag.org/contracts. These procedures should be used for all protests.

Pending successful negotiations, one to three proposers may be awarded an Innovative Concept Development Agreement, which will include deliverables SANDAG requires to determine which, if any, innovative concepts to pursue. To defray the cost of preparation of deliverable for those who may be awarded an Innovative Concept Development Agreement, SANDAG will provide partial compensation in the amount of \$50,000.

E. Phase 3 - Partnership

Should SANDAG decide to pursue one or more of the Connector concepts with a proposer selected for Phase 2, the Phase 2 participant(s) will be notified of the evaluation criteria and selection process for Phase 3. Phase 3 participant(s) will be expected to negotiate a partnership agreement with SANDAG that will call for the parties to share the risks and rewards associated with pursuit of the innovative concept.

IX. RFIC TERMS AND CONDITIONS

A. No Commitment by SANDAG

SANDAG will not be providing compensation to proposers to this RFIC as part of Phase 1. This RFIC does not commit SANDAG to award any contracts, to implement the proposed project/s, to defray any costs incurred in the preparation of an EOI pursuant to this RFIC and/or product demonstrations, to enter into a private-public partnership, or to procure or contract for work. Compensation to defray costs only will be awarded for deliverables submitted to proposer(s) selected for Phase 2 that execute an Innovative Concept Development Agreement. SANDAG may reject proposals without providing the reason underlying the declination. A failure to fully evaluate or determine if a concept is feasible for future consideration shall not constitute a valid cause of action against SANDAG.

SANDAG shall not, in any event, be liable to pay proposers for any of the following:

1. Any activities to support preparing an EOI;
2. The materials within an EOI submitted to SANDAG;
3. SANDAG's use of EOI materials or concepts in other reports or materials (to the extent not marked by a proposer as confidential trade secret);
4. SANDAG's discussion of proposers' concepts with experts, regional stakeholders, and the public;
5. Time a proposer may spend on a voluntary basis answering follow up questions from SANDAG regarding submitted EOIs or concepts; or
6. Any other activity for which SANDAG has not executed a written contract committing to payment of compensation.

B. Conflicts of Interest

Proposers to this RFIC will not be excluded from participating in future procurements related to project planning, construction and implementation phases for transportation projects that may be carried out by SANDAG since this RFIC is focused on high-level concepts that the proposers are willing to share with SANDAG and the public rather than actual design plans or engineering estimates. Pursuit of any of the concepts will be subject to funding, applicable environmental clearances and approvals, as well as preparation of engineering estimates and scopes of work that would be included in any future competitive procurements.

The only known potential conflict for proposers to this RFIC would arise if a proposer or employee or representative thereof to this RFIC assists SANDAG in evaluating the EOIs. SANDAG prohibits its employees from accepting gifts from current or potential SANDAG vendors. Proposers should read Section 7 of [Board Policy No. 016](#), which concerns conflicts of interest for consultants and Section 4 of [Board Policy No. 004](#), which contains provisions regarding conflicts of interest for SANDAG Board members.

C. Intellectual Property and Ownership of Documents and Other Work Deliverables

SANDAG understands that the intellectual property developed by a proposer or third party and mentioned in an EOI shall remain the property of the proposer or third party. All EOIs submitted in response to this RFIC, however, will be public records and, as such, may be subject to public review. Portions of documents protected by law from public disclosure will not be disclosed by SANDAG if clearly marked with the word "confidential" on **each** applicable sentence, section, or page. Trade secrets may be marked as confidential only to the extent they meet the requirements of California Government Code Section 3426.1(d). To the extent that a proposer marks any information as either confidential or a trade secret, the proposer thereby agrees to defend and indemnify SANDAG in the event that SANDAG nondisclosure is challenged in any legal action. Only information claimed to be a trade secret at the time of submittal to SANDAG and marked as "confidential" will be treated as a trade secret. Please see SANDAG's Public Records Request Guidelines, which are available at www.sandag.org/legal, for information regarding SANDAG's treatment of documents designated as confidential.

X. INCORPORATION OF ATTACHMENTS

The following documents are attached and incorporated by reference.

- A. Responsibility Questionnaire, to be published with Addendum No. 1
- B. EOI Evaluation Form
- C. Interview Evaluation Form
- D. Innovative Concept Development Agreement

EXHIBIT A

**RESPONSIBILITY
QUESTIONNAIRE**

To be published with Addendum No. 1

EXHIBIT B

EOI EVALUATION FORM

EOI EVALUATION FORM

Proposer Name: _____
 Solicitation No.: SOL944481
 Solicitation Title: Connector Service Request for Innovative Concepts

Criteria	(a) Weight	(b) Score (0-10)	(a) x (b) Weighted Score
Concept Effectiveness at Addressing Transportation Challenges and Goals <ul style="list-style-type: none"> • Improved transportation equity • Reduced congestion • Reduction of greenhouse gas emissions • Enhanced safety • ADA accessible service • Consistency with 2021 Draft Regional Plan 	4.0		
Project Readiness and Feasibility <ul style="list-style-type: none"> • Proven technology • Near-term project delivery • Constructability 	2.0		
Project Team Experience and Quality of Proposal <ul style="list-style-type: none"> • Qualifications and experience of the proposer • Qualifications and expertise of team members • Clarity, completeness, and responsiveness of proposal 	2.0		
Cost and Partnership Opportunities <ul style="list-style-type: none"> • Affordability of project delivery • Cost-effectiveness of operations and maintenance • Ability of proposer to invest • Ability of proposer to support funding applications • Innovative financing mechanisms offered • Potential revenue stream for partners 	2.0		
		Total	

I certify that I have performed an independent evaluation of the above-named proposer. I further certify that I have not engaged in discussions within the last year with the above-named proposer or any subconsultant named in the EOI regarding my future employment with said proposer and that neither I nor anyone in my household has received income from any of the proposers or any of their listed subconsultants or partners during the last twelve months.

Evaluator Name	Evaluator Signature	Date
Checked by:		
Print Name	Signature	Date

EXHIBIT C

INTERVIEW EVALUATION FORM

EXHIBIT D

**INNOVATIVE CONCEPT
DEVELOPMENT
AGREEMENT**



**INNOVATIVE CONCEPT DEVELOPMENT AGREEMENT
BETWEEN SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND [PROPOSER]
REGARDING [NAME OF INNOVATIVE CONCEPT]**

SANDAG AGREEMENT NO. SXXXXXX

This Innovative Concept Development Agreement (ICDA) is made and entered into effective as of the last electronic signature below, in the State of California by and between the San Diego Association of Governments (“SANDAG”), a regional government agency, and [PROPOSER] (“NAME ABBREVIATION”).

RECITALS

WHEREAS, SANDAG issued a Request for Innovative Concepts (RFIC) in November 2021 (SOL944481) to better understand the new technologies and transportation trends and identify one or more potential partners for Connector Services that would support the goals of the 2021 Draft Regional Plan; and

WHEREAS, for Phase 1 the RFIC requested Expressions of Interest (EOIs) from innovators, entrepreneurs, service providers, and mobility experts interested in demonstrating innovative transportation concepts in the San Diego Region; and

WHEREAS, [PROPOSER] submitted an EOI for the [NAME OF INNOVATIVE CONCEPT] Connector Service; and

WHEREAS, SANDAG selected [PROPOSER] to participate in Phase 2 of the RFIC; and

WHEREAS, the purpose of RFIC Phase 2 is to allow [PROPOSER] time to more fully develop [NAME OF INNOVATIVE CONCEPT] Connector Service in coordination with SANDAG, to evaluate the feasibility, risks, availability of funding, and other opinions and facts relevant to determining whether to proceed to a partnership as envisioned for RFIC Phase 3; and

WHEREAS, the parties wish to memorialize their agreement in this ICDA to carry out the purposes set forth above;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

SANDAG AGREES:

1. To utilize a competitive process to determine which proposer(s) from Phase 2, if any, will be selected to enter into negotiations for a partnership agreement with SANDAG as part of Phase 3.

SANDAG

2. To review [PROPOSER]'s submitted [NAME OF INNOVATIVE CONCEPT] Connector Service deliverables based on the content requirements, evaluation criteria, and other conditions provided during Phase 2 of the RFIC process; and
3. To evaluate [PROPOSER]'s participation in the Connector Concept Pitch Event based upon the [PROPOSER]'s presentation of their [NAME OF INNOVATIVE CONCEPT] Connector service and participation in a Question & Answer session in accordance with evaluation criteria attached to this ICDA, and compliance with all other requirements of Phase 2 of the RFIC.
4. To provide partial compensation of \$50,000 to defray [PROPOSER]'s costs for Phase 2 upon submission of all deliverables set forth in the ICDA.
5. To enter negotiations for any partnership agreement that may be authorized with [PROPOSER] in good faith, and in a cooperative and timely manner.

[PROPOSER] AGREES:

6. To participate in Phase 2 of the RFIC by:
 - a. Developing a more comprehensive conceptual design in accordance with the content requirements in the attachments to this ICDA and in compliance with all other requirements of Phase 2 of the RFIC; and
 - b. Developing a cost proposal for the [NAME OF INNOVATIVE CONCEPT] Connector Service with the elements required by SANDAG; and
 - c. Participating in the Connector Concept Pitch Event, during which [PROPOSER] will:
 - i. Present information regarding its [NAME OF INNOVATIVE CONCEPT] Connector Service to a panel of experts, regional stakeholders, and the public; and
 - ii. Participate in a Question & Answer session
7. That in the event [PROPOSER] does not provide all of the deliverables and services described in this ICDA within the timeline provided in this ICDA, SANDAG shall a) not be obligated to pay any portion of the \$50,000 compensation that is intended to defray [PROPOSER]'s costs, and b) remove [PROPOSER] from further consideration.
8. That in the event [PROPOSER] is selected and agrees to enter negotiations for a partnership agreement with SANDAG, it will do so in good faith, and in a cooperative and timely manner.
9. To obtain approval from SANDAG in advance of preparing and distributing all public or external messaging associated with the RFIC, the [NAME OF INNOVATIVE CONCEPT] Connector Service or using SANDAG's name or logo.
10. Information and deliverables provided to SANDAG under the ICDA shall be a public record and, as such, may be subject to public review. Portions of documents protected by law from public disclosure will not be disclosed by SANDAG if clearly marked with the word "confidential" on each applicable

sentence, section, or page. Trade secrets may be marked as confidential only to the extent they meet the requirements of California Government Code Section 3426.1(d). To the extent that [PROPOSER] marks any information as either confidential or a trade secret, [PROPOSER] thereby agrees to defend and indemnify SANDAG in the event that SANDAG nondisclosure is challenged in any legal action. Only information claimed to be a trade secret and marked as "confidential" will be treated as a trade secret. Please see SANDAG's Public Records Request Guidelines, which are available at www.sandag.org/legal, for information regarding SANDAG's treatment of documents designated as confidential.

11. With the exception of [PROPOSER]'s confidential information, that materials provided to SANDAG, including those concerning the [NAME OF INNOVATIVE CONCEPT] Connector Service, shall be the property of SANDAG.
12. [PROPOSER] and all of its affiliates, partners, subconsultants, agents, representatives, and employees are prohibited from disclosing or selling data or information provided, collected, or obtained from SANDAG without express written permission from SANDAG. Additional or varying terms concerning privileged or confidential information or data, including, but not limited to, such information or data that may qualify as personally identifiable information, personal credit information, or data covered by any other privacy laws, shall not be permitted without a written agreement executed by authorized representatives of both parties.

THE PARTIES MUTUALLY AGREE:

13. To designate a key contact person for Phase 2 of the RFIC.
14. To obtain approval from each other in advance of use of the other party's logo(s).
15. That during the course of this ICDA, each party may have access to technical, financial, marketing or other information which the other party deems to be confidential. Each party agrees to treat all information disclosed to it that is labeled "Confidential" as confidential information with the same standard of care that it employs to safeguard its own information of equivalent importance from unauthorized use or disclosure, provided, however, that confidential information shall not be deemed to include information which is:
 - a. Available in the public domain or becomes publicly known through no fault of the receiving party;
 - b. Approved in writing for disclosure without restriction by a duly authorized representative of the party owning said confidential information;
 - c. Required to be disclosed pursuant to statute, regulation, or the order of a court or government agency;
 - d. In receiving party's possession prior to receipt from the disclosing party; or
 - e. Independently developed by receiving party without any use of disclosing party's confidential information.

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16. To avoid any conflict of interest or the appearance of a conflict of interest under either California or federal law.
17. That by signing this ICDA, each party represents that it agrees to comply with all applicable laws and regulations pertaining to the actions contemplated herein.
18. That each party shall be solely responsible for maintaining insurance reasonably required to protect their respective interests with respect to the responsibilities identified under the terms of this ICDA.
19. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by either party or by any other person or entity, for damages associated with this ICDA, each party's liability shall be limited to \$50,000. Notwithstanding the foregoing, claims for damages by SANDAG based on fraud or misrepresentation shall not be subject to such limitation of liability when such claims result from the gross negligence or willful conduct of [PROPOSER].
20. No third-party beneficiaries are contemplated by this ICDA.
21. That all obligations of SANDAG under the terms of this ICDA are subject to the appropriation of the required resources by SANDAG and the approval of the SANDAG Board of Directors.
22. Any notice required or permitted under this ICDA may be personally served on the other party, by the party giving notice, or may be served by certified mail, return receipt requested, to the following addresses:

For SANDAG
401 B Street, Suite 800
San Diego, CA 92101
Attn: Danielle Kochman

For [PROPOSER]
[PROPOSER ADDRESS LINE 1]
[PROPOSER ADDRESS LINE 2]
Attn: [PROPOSER POINT OF CONTACT]

23. That unless it is amended by the parties in writing, this ICDA shall continue in effect for one year following the effective date of the ICDA, or be sooner terminated by the occurrence of one of the following: a party to the ICDA gives 60 (sixty) days written notice of its desire to withdraw from the ICDA; a party materially breaches this ICDA; or either party becomes insolvent or bankrupt, files for reorganization under the bankruptcy laws, or makes an assignment for the benefit of its creditors. If such notice of termination is given, it will not affect the validity of any future contractual agreements between the parties that may be executed at a future date.
24. This ICDA shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this ICDA, the action shall be brought in a state or federal court situated in the County of San Diego, State of California.
25. All terms, conditions, and provisions hereof shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.
26. For purposes of this ICDA, the relationship of the parties is that of independent entities and not as agents of each other or as joint ventures or partners. The parties shall maintain sole and exclusive control over their personnel, agents, consultants, and operations.

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27. No alteration or variation of the terms of this ICDA shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this ICDA effective on the last electronic signature below.

SAN DIEGO ASSOCIATION OF
GOVERNMENTS

[PROPOSER]

RAY TRAYNOR
Director of Operations

[FIRST AND LAST NAME]
[Title]

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of General Counsel

Legal Counsel