



METROPOLITAN
TRANSPORTATION
COMMISSION

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
TEL 510.817.5700
TTY/TDD 510.817.5769
FAX 510.817.5848
EMAIL info@mtc.ca.gov
WEB www.mtc.ca.gov

October 30, 2015

**REQUEST FOR PROPOSAL (RFP)
511 TRAVELER INFORMATION AND EXPRESS LANES OPERATIONAL
SERVICES CONTRACTOR**

NOTICE IS HEREBY GIVEN that the Metropolitan Transportation Commission (MTC) invites your firm to submit a proposal to provide operational staffing services for the 511 Traveler Information System and Bay Area Express Lanes.

The Request for Proposal (RFP) documents for this project are available for download on the MTC website at <http://procurements.mtc.ca.gov/>. Proposers are responsible for checking the website for any Addenda to this RFP. Responses should be submitted in accordance with the instructions set forth in the RFP.

Interested firms must submit an original and ten (10) copies, as well as one electronic PDF version, of their proposal by **4:00 p.m. on Tuesday, December 8, 2015** in accordance with the instructions contained in the RFP. Other key RFP Dates are listed in Section V, Contractor Selection Timetable of the RFP.

Any contract entered into as a result of this RFP will be funded, in whole or in part, with federal funds from the Federal Highway Administration. Accordingly, the requirements included in Attachment H, Federally Required Clauses of Appendix E, MTC Standard Consultant Contract, and Appendices H through H-5 to this RFP shall apply to this procurement.

MTC Point of Contact

Denise Rodrigues, Contract Compliance Manager
Metropolitan Transportation Commission
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
Tel: 510/ 817-5897, Email: drodri@mtc.ca.gov

Thank you for your interest.

Sincerely,

Andrew B. Fremier
Deputy Executive Director, Operations

Dave Cortese, Chair
Santa Clara County

Jake Mackenzie, Vice Chair
Sorsana County and Cities

Alicia C. Aguirre
Cities of San Mateo County

Tom Azumbrado
U.S. Department of Housing
and Urban Development

Jaron Baker
Cities of Santa Clara County

Tom Bates
Cities of Alameda County

David Campos
City and County of San Francisco

Dorene M. Giacomini
U.S. Department of Transportation

Federal D. Glover
Contra Costa County

Scott Haggerty
Alameda County

Anne W. Halsted
San Francisco Bay Conservation
and Development Commission

Steve Kinsey
Marin County and Cities

Sam Liccardo
San Jose Mayor's Appointee

Mark Luce
Napa County and Cities

Julie Pierce
Association of Bay Area Governments

Bijan Sartipi
California State
Transportation Agency

Libby Schaaf
Oakland Mayor's Appointee

James P. Sperring
Solano County and Cities

Adrienne J. Tissier
San Mateo County

Scott Wiener
San Francisco Mayor's Appointee

Amy Rein Worth
Cities of Contra Costa County

Steve Heminger
Executive Director

Alicia Bockelman
Deputy Executive Director, Policy

Andrew B. Fremier
Deputy Executive Director, Operations

TABLE OF CONTENTS

I. MTC AND PROJECT DESCRIPTION 7

 A. DESCRIPTION OF MTC7

 B. PROJECT DESCRIPTION7

 C. COORDINATION RESPONSIBILITIES.....11

 D. LOCATIONS AND EQUIPMENT AND SUPPORT PROVIDED TO OS CONTRACTOR0

II. PROPOSER MINIMUM QUALIFICATIONS 0

III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET..... 0

 A. SCOPE OF WORK0

 B. PERIOD OF PERFORMANCE0

 C. BUDGET2

IV. PROPOSERS’ CONFERENCE AND REQUESTS FOR CLARIFICATION OR EXCEPTIONS 3

V. CONTRACTOR SELECTION TIMETABLE* 4

VI. SUBMITTAL OF PROPOSALS 4

VII. FORM OF PROPOSAL..... 6

VIII. PROPOSAL EVALUATION 12

 A. VERIFICATION OF MINIMUM QUALIFICATIONS.....12

 B. REVIEW FOR GENERAL RESPONSIVENESS.....12

 C. EVALUATION PANEL AND EVALUATION CRITERIA.....12

 D. PROPOSER DISCUSSIONS13

 E. REQUEST FOR BEST AND FINAL OFFER.....14

IX. GENERAL CONDITIONS 14

 A. AWARD14

 B. CONTRACT ARRANGEMENTS14

 C. SELECTION DISPUTES15

 D. PUBLIC RECORDS16

 E. KEY PERSONNEL.....17

 F. CONFLICTS OF INTEREST17

 G. PERSONALLY IDENTIFIABLE INFORMATION.....18

 H. PRE-AWARD AUDIT18

 I. WEB-BASED COMMUNICATION18

 J. PAYMENT, SUB-CONTRACTOR AND PREVAILING WAGE INFORMATION18

 K. PERFORMANCE AND PAYMENT BOND18

APPENDIX A - PRELIMINARY SCOPE OF WORK 20

APPENDIX B – OPERATIONS FACILITIES..... 31

APPENDIX C, COST AND PRICE ANALYSIS FORM 33

APPENDIX D, CALIFORNIA LEVINE ACT STATEMENT 43

APPENDIX E, STANDARD MTC CONSULTANT CONTRACT..... 44

APPENDIX E-1, INSURANCE REQUIREMENTS 102

APPENDIX E-2, BID BOND FORM..... 105

APPENDIX E-3, BONDS TO ACCOMPANY CONTRACT..... 106

APPENDIX F – IRAN CONTRACTING ACT OF 2010..... 110

APPENDIX G - FEDERAL REQUIREMENTS 112

APPENDIX G-1, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS 116

APPENDIX G-2, CERTIFICATION OF RESTRICTIONS ON LOBBYING 119

APPENDIX G-3, LOCAL AGENCY OS CONTRACTOR DBE COMMITMENT..... 120

APPENDIX G-4, LOCAL AGENCY OS CONTRACTOR DBE INFORMATION..... 122

APPENDIX G-5, DBE INFORMATION – GOOD FAITH EFFORTS 124

GLOSSARY OF ACRONYMS, TERMS & DEFINITIONS Acronyms

1. Acronyms

ACRONYM	DEFINITION
ACTC	Alameda County Transportation Commission
APIs	Application Programming Interfaces
ATMS	Advanced Traffic Management System
BAHA	Bay Area Headquarters Authority
BAIFA	Bay Area Infrastructure Financing Authority
BATA	Bay Area Toll Authority
Caltrans D4	California Department of Transportation District
CCTA	Contra Costa Transportation Authority
CCTV	Closed Circuit Television
CHP	California Highway Patrol
CHP CAD	California Highway Patrol Computer Aided Dispatch
CMA	Congestion Management Agencies
CRG	Civic Resource Group
CSC	Customer Service Center
CTC	California Transportation Commission
DVAS	Digital Video Audit System
EL	Bay Area Express Lanes
EOC	Emergency Operations Center
EOP	Emergency Operating Plan
FMEC	Freeway Executive Management Committee
FSP	Freeway Service Patrol
HOV	High Occupancy Vehicle
IT	Information Technology
IVR	Interactive Voice Response
JPA	Joint Powers Authority
KPIs	Key Performance Indicators
LCS	Lane Closure System
MTC	Metropolitan Transportation Commission
MTC SAFE	MTC Service Authority for Freeways and Expressways
NextGen 511	Next Generation 511 System
NTP	Notice to Proceed
OS Contractor	Operational Services Contractor
PeMs	Freeway Performance Measurement System
Proposer	Firm or team submitting the proposal in response to this RFP
RCSC	Regional Customer Service Center
RFP	Request for Proposal
SOP	Standard Operating Procedures
STA	Solano Transportation Authority
TCS	Toll Collection System
511OC	511 Operations Center
TIC	Traveler Information Center
TMC	Transportation Management Center
TRAMS	Traffic Reporting and Management System
TRO	Toll Roadway Operations

TSI	Toll System Integrator
VTA	Santa Clara Valley Transportation Authority
VTMS	Variable Toll Message Sign

2. Terms

TERM	DEFINITION
511/511 SF Bay/511 System	For purposes of this RFP and resultant Contract, the San Francisco Bay Area’s real-time and multi-modal traveler information service.
Backhaul Network	The BATA/BAIFA Backhaul Network comprises intermediate links and provides for communications between the Corridors, the primary and secondary Host sites, and the primary and secondary Toll Roadway Operations Center sites.
Bay Area Infrastructure Financing Authority (BAIFA)	The Bay Area Infrastructure Financing Authority (BAIFA) is a Joint Powers Authority between the Metropolitan Transportation Commission and the Bay Area Toll Authority, which was created to plan, develop, operate and finance transportation projects, including express lanes.
California Highway Patrol Computer Aided Dispatch (CHP CAD)	Provides real-time traffic incident information for state roadways
Caltrans Lane Closure System (LCS)	Provides lane closure information for state roadways.
Civic Resources Group (CRG)	The current and NextGen 511 Web Services Contractor.
Dynamic Pricing	A toll rate structure that fluctuates based on traffic conditions to manage congestion through a supply/demand model.
Express Lanes (EL)	All express lanes in the Bay Area, including those operated by MTC or by various other entities to form one continuous network in the region.
FasTrak Regional Customer Service Center (RCSC)	The customer service center and back office system that supports toll accounts, transaction processing, payment processing, image review, violation processing, and customer service for FasTrak customers of BAIFA, BATA and other Bay Area agencies. Also referred to as the Bay Area FasTrak RCSC.
FasTrak Tag/Transponder	The brand name for the physical device that that is mounted to a vehicle for the purpose of toll payment through automatic vehicle identification using Title 21 protocol.
Key Personnel	Job positions or categories deemed by MTC to be essential to the successful performance of the Work.
Lane Controller	The component of the Toll Collection System that manages and automates the real-time control of Read Point equipment and receives data from related equipment, systems and sub-systems.
MTC	The Metropolitan Transportation Commission, formed pursuant to California Government Code Sections 66500 <i>et</i>

	<i>seq.</i> , the public agency responsible for planning the transportation network for the San Francisco Bay Area and for coordination among transportation services in its region.
NextGen 511 System	MTC's "NextGen 511 System" is composed of several interrelated and interconnected systems operated by different contractors. The NextGen 511 System includes but is not limited to, the 511.org website, operated and maintained by Civic Resource Group, the 511 Operations Center, which will be procured separately, and the Contractor's "Integrated System."
Operational Services Contractor (OS Contractor)	Contractor or Contractor team selected under this RFP to support real-time operations of MTC's 511 Traveler Information system and Bay Area Express Lanes (EL)
Project Manager	Contractor's duly designated representative for management of the Work.
Roadside Network	The Roadside Network is comprised of Corridor communications between tolling elements on the roadside and with the Backhaul Network.
Roadway Operations	Operational activities that manage traffic to maintain maximum performance of the express lanes, monitor express lane activity through user interfaces to the TCS, and respond to incidents and issues using manual controls or system overrides provided through TCS user interfaces.
Source Code	The term "Source Code" means the computer programming code (other than binary code) and any procedural code such as job control language, which may be printed out or displayed in human readable form.
System Availability	The percentage of time that the TCS and any subsystem, hardware, device, component, or process is able to perform in full accordance with its functional and performance requirements with regard to a particular aspect of its overall operation.
Toll Collection System (TCS)	The complete, functioning, electronic toll system that includes all hardware, software, system and user interfaces, electrical and communications equipment, and various technologies to manage traffic, monitor operations, facilitate toll collection, and report on System Data collected by the TCS.
Toll System Integrator (TSI)	The contractor responsible for designing, developing, installing, and testing the TCS.
Tolling Commencement	The day toll revenue collection and operations begin using the TCS provided by the TSI.
Trip	The passage of a vehicle through an express lane Corridor from the point where the vehicle enters the express lane at an authorized entry location until it exits the express lane at an exit location. A Trip may include a single Segment/Zone/Read Point or multiple (but contiguous) Segments/Zones/Read Points.

<p>Trip Building</p>	<p>The process within the TCS at the Host where Lane Transactions are processed to create Trip Transactions in order to charge tolls to vehicles making Trips in the express lane.</p>
<p>Trip Transaction</p>	<p>The package of information formed by the Host identifying a Trip made by a vehicle and the toll assigned to that Trip. The following modifiers can be added to Trip Transactions:</p>
<p>Variable Pricing</p>	<p>Variable pricing is a set of toll rates that change depending on the time of day.</p>
<p>Variable Toll Message Sign (VTMS)</p>	<p>An electronic dynamic message sign used along the express lane to display the toll rate at the time of passage through a Read Point.</p>

I. MTC AND PROJECT DESCRIPTION

A. Description of MTC

MTC was created by the state Legislature in 1970 (California Government Code § 66500 *et seq.*) to serve as the transportation planning, coordinating and financing agency for the nine-county San Francisco Bay Area. In October 2011, the California Transportation Commission (CTC) found a 270-mile network of express lane (MTC Express Lanes) eligible for development and operation by MTC under Section 149.7 of the Streets and Highways Code. In March 2013, MTC delegated its express lane responsibilities to the Bay Area Infrastructure Financing Authority (BAIFA), a joint powers authority between MTC and the Bay Area Toll Authority (BATA) to plan, develop, operate and finance transportation projects, including express lanes.

The San Francisco Bay Area includes the nine counties bordering the San Francisco Bay: Alameda and Contra Costa Counties in the East Bay; Marin, Napa, Solano, and Sonoma Counties in the North Bay; San Francisco and San Mateo Counties on the Peninsula; and Santa Clara County in the South Bay. The region has nearly 20,000 miles of local streets and roads, over 1,400 miles of highway, and over two dozen transit agencies. More than 7 million people live within the region's 7,000 square miles.

B. Project Description

Overview of Contract Objectives

The contract resultant of this RFP will select an Operational Services Contractor or Contractor team with a single point of contact ("OS Contractor") to support real-time operations of MTC's 511 Traveler Information System and Bay Area Express Lanes (EL). Staff resources are needed to provide monitoring, operations and coordination coverage during specific time periods, as well as to support emergency operations when conditions require. MTC has operational responsibility for the 511 Traveler Information Program as well as the Bay Area Express Lanes and this responsibility also includes coordination for real-time operations with Caltrans District 4, California Highway Patrol (CHP), and local agencies.

MTC intends to contract with an OS Contractor to provide the personnel support for the 511 traveler information program operations center and EL operations. It is MTC's intent that the selected OS Contractor will staff both operations, and will provide coordination between the two functional areas. This could include cross-training for OS Contractor staff to be able to support the 511 traveler information and EL functions and/or cover shifts, as needed. The OS Contractor will be responsible for ensuring that coverage is provided during planned and unplanned staff leaves as well as emergency conditions affecting the transportation network. The OS Contractor will be required to separately track and invoice for all staff time provided to the 511 traveler information program operations center and EL operations.

511 Traveler Information Program

The MTC 511 traveler information program is a robust and multi-platform resource for Bay Area travelers to receive up-to-the-minute information on current road conditions, transit services and schedules, bike alternatives, and rideshare options. In 2002, the Bay Area was the largest metropolitan area in the country to implement a 511 phone service and was the first in California. The award winning, multi-modal traveler information website launched in 2004 (511.org). Since then, MTC has continued to enhance and expand 511's offerings. The 511 traveler information program is intended to serve as a daily tool for Bay Area commuters, and has also served as a critical resource for Bay Area travelers during emergency situations and major events, such as the BART and transit operator strikes, and the December 2014 Bay Area storms that caused major flooding.

Among its many roles, the 511 program:

- provides multi-modal traveler information on multiple dissemination platforms, including the federally dedicated 511 number, on the web at 511.org, on mobile devices at m.511.org, via text messaging, and through transit trip planner applications for iOS and Android;
- serves as the go-to source for travelers and media in major disruptions and regional emergencies;
- partners with many agencies and businesses for transportation information during regional events; and
- supports numerous MTC and partner objectives.

Next Generation 511 Operations

After twelve years in operation, 511 is ready to implement its Next Generation (NextGen) system. The web and phone based service has grown to over 10 dissemination channels supporting multiple modes and many Bay Area transportation providers and partners. During the last twelve years, 511's usage has grown significantly and Bay Area travelers have come to trust and rely on 511's services, especially during times of major disruptions and emergencies.

In fall 2015, MTC awarded a new 511 System Integrator contract to integrate 511 systems and implement, operate, and maintain traveler information data management and dissemination services. (For more background on the 511 System Integrator procurement, see documents at: <http://bids.mtc.ca.gov/procurements/206>.) The OS Contractor will work with the 511 System Integrator and the current 511 Web Services Contractor to implement 511's NextGen system. Initial testing is expected to occur in February 2016, with a beta release of the new 511 system in May 2016. Full launch is expected to occur in mid-June 2016.

Due to reduced program funding, the 511 Program will be streamlining the 511 Operations Center from its current scope and staffing levels. To help facilitate this streamlining effort, several features of 511's web-based Traffic Reporting and Management System (TRAMS), which previously required manual input from operators, will be automated. For instance, TRAMS will automatically generate event messages from Caltrans and CHP data, and will allow for an automated/operatorless mode during unstaffed overnight hours. The operators will review and edit these automatically-generated messages. Furthermore, TRAMS will allow for seamless

information transfer to the 511 Interactive Voice Response (IVR) phone system, the 511.org web site, and the 511 SF Bay twitter account. In addition, TRAMS will be updated to allow for reporting of transit incidents in the same user interface. These changes will collectively be referred to as TRAMS Phase II.

However, even with the anticipated level of automation, there will be a need to reconcile any conflicting information by monitoring information that 511 is providing, coordinating with Caltrans Traffic Management Center (TMC) operators as incidents occur, as well as monitoring other sources (such as local news media, private traffic data providers, etc.) Additionally, there will be some information, such as tickers and traffic breaking news alerts, transit service disruptions, and special events that will still need to be manually created, edited, and published.

Specific 511 operations requirements, expectations, and tasks are included in *Appendix A, Preliminary Scope of Work*.

Express Lane Operations

Within this RFP, the Bay Area Express Lanes are referred to as “EL”, and operational activities, within the *Appendix A, Preliminary Scope of Work* in this RFP to support the EL are referred to as Toll Roadway Operations (TRO).

Bay Area transportation agencies are developing EL, currently comprised of a 550-mile network of express lanes authorized under state law. Qualifying carpools, vanpools, motorcycles and clean air vehicles can use the lanes free of charge; solo drivers may pay a toll to use the lanes. EL are one of several strategies MTC and partner agencies are utilizing to improve mobility, provide travelers with choices, and encourage carpools and ridesharing.

Build out of Bay Area Express Lanes will occur in phases through 2035. Express Lanes operated by the Alameda County Transportation Commission and Valley Transportation Authority are currently open on I-680 southbound from Pleasanton to Milpitas and on SR-237 between Milpitas and San Jose, respectively. By Fall 2015, additional lanes operated by Alameda County Transportation Commission will open on I-580 between Dublin and Livermore. It is anticipated that at the beginning of 2017, MTC will open its first express lanes on I-680 in Contra Costa County between Walnut Creek and San Ramon. In early 2019, MTC will expand its EL to include I-880 in Alameda County between Oakland and Milpitas and I-680 in Contra Costa County between the Benicia Bridge and Walnut Creek. Environmental and design work are also underway on express lanes on I-80 in Solano County between Fairfield and Vacaville; however, construction is not presently funded. (See Table 1 below for anticipated MTC EL opening schedule and Figure 1 for a map of the MTC EL).

During EL hours of operation, tolls for single-occupant vehicles will be collected electronically using the FasTrak® toll tags. Overhead electronic pricing signs will display current toll rates set dynamically by the toll system. The price goes up when there is less room in the express lane and down when there is more room in the express lane for additional vehicles. The toll system changes the price to keep traffic moving and maintain reliable speeds in the express lane. Toll roadway operations are actively monitored via camera feeds, roadway monitoring tools, and toll system operational status messages to ensure the toll system is managing traffic. Toll roadway operations includes, among other things, manually overriding toll rates if needed to react to toll

system issues, and coordinating with Caltrans and the California Highway Patrol in response to incidents. The Bay Area FasTrak Regional Customer Services Center (RCSC) will distribute toll tags, manage accounts, bill customers, process violations and handle customer service. More information about express lanes can be found here: www.bayareaexpresslanes.org.

The initial value of the contract resulting from this RFP will reflect toll roadway operations for MTC’s express lanes scheduled to open within the initial contract term as shown below in Table 1. However, the contract will allow the selected OS Contractor to perform toll roadway operations duties on behalf of MTC for other express lane corridors that may be implemented within the initial term (through an amendment) or approved contract extension, including but not limited to I-80 in Solano County listed below, and including both future corridors not authorized today and Bay Area EL implemented by other Bay Area operators, should MTC reach agreement with those operators. Specific EL operations requirements, expectations, and tasks are included in *Appendix A, Preliminary Scope of Work*.

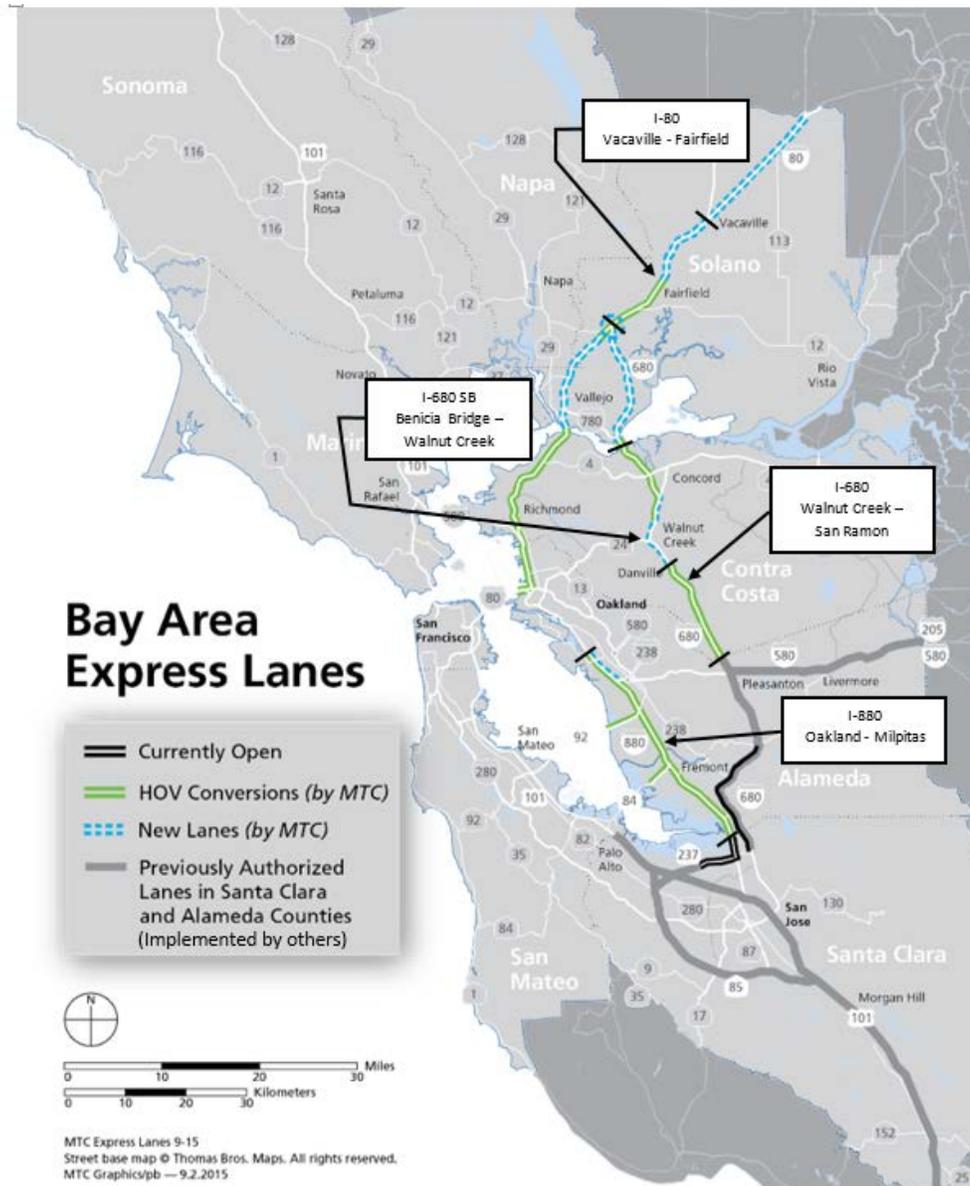
Table 1: Anticipated MTC EL Opening Schedule

Corridor and EL Limits	Total Lane Miles*	Expected Opening Date
I-680 in Contra Costa County between Walnut Creek and San Ramon, NB and SB**	23	January 2017
I-880 in Alameda County between Oakland and Milpitas, NB and SB**	51	Early 2019
I-680 in Contra Costa County between the Benicia Bridge and Walnut Creek, SB only.**	12 (one direction)	Early 2019
I-80 in Solano County between Fairfield and Vacaville, NB and SB	36	Late 2020 (subject to funding availability)

* EL miles include both travel directions, unless otherwise noted.

** Covered in initial term of this contract.

Figure 1: Bay Area Express Lanes



C. Coordination Responsibilities

MTC’s 511 and EL programs include several different contracts with system vendors, each with specific responsibilities. There are many instances where coordination among consultants and contractors, and across contracts, is required.

The OS Contractor will be expected to coordinate with MTC staff, Bay Area transportation agencies, Caltrans, CHP, consultants and contractors providing various 511 and EL program services. Table 2 identifies roles and responsibilities for the major agencies and contractors that

have a role in the development, delivery, operations, maintenance, or administration of elements or projects of the 511 and EL programs.

Table 2: Roles and Responsibilities of 511 and EL Agencies and Contractors

Agency/ Contractor	Role	Responsibilities
Metropolitan Transportation Commission (MTC)	Lead Agency - Supplies Staff and Resources	Regional agency with authority and responsibilities to develop, procure, install, maintain, finance, and operate express lanes and the 511 System.
Bay Area Infrastructure Financing Authority (BAIFA)	EL Operator and Overall Program Management and Project Delivery	<p>Joint powers authority formed for the purpose of planning, developing, operating, maintaining, and funding transportation and related projects, including express lanes. MTC has delegated its authority for MTC Express Lanes to BAIFA:</p> <ul style="list-style-type: none"> • Establish policy, phasing and funding • Monitor and report on express lane performance • Operate and maintain the express lanes • Provide the toll system, through contract with the Toll System Integrator (TSI) • Provide Backhaul through contract(s) • Provide civil roadway environmental, design, construction services through contracts with consultants and county congestion management agencies • Manage communications, marketing, and public outreach • Coordinate with other express lane operators in the region and throughout the state
Bay Area Toll Authority (BATA)	FasTrak Customer Service and Bay Area Toll Bridge Operator	<ul style="list-style-type: none"> • Operate the FasTrak Regional Customer Service Center (RCSC) through contract to serve all toll operators in the Bay Area: <ul style="list-style-type: none"> ○ Manage regional FasTrak and Pay-by-Plate accounts ○ Procure FasTrak transponders ○ Provide customer service for FasTrak • Provide the reconciliation, accounting, and auditing functions for the EL operated by BAIFA • Oversee Backhaul communication network operations and maintenance

Agency/ Contractor	Role	Responsibilities
MTC Service Authority for Freeways and Expressways (MTC SAFE)	Freeway Service Patrol (FSP)	MTC SAFE works in conjunction with CHP and Caltrans to implement various motorist aid programs.
Xerox	RCSC Contractor	Contracted by BATA to develop, deliver, and maintain the RCSC.
California Highway Patrol (CHP)	Express Lane Enforcement Provide Real-time Traffic Incident Information for State Roadways	<ul style="list-style-type: none"> • Perform on-site enforcement of eligibility for toll-free travel on express lanes and of all applicable traffic laws • Lead response measures related to incidents • Provides enforcement support during EL equipment installation and maintenance activities • Assist with traffic control activities • Operate and maintain California Highway Patrol Computer Aided Dispatch (CHP CAD)
Caltrans	Owner of State Highway Facilities Provide Lane Closure Information for State Roadways	<ul style="list-style-type: none"> • Review and approve all plans, specifications, and estimates, design and traffic operation plans, including construction and maintenance activities within state right-of-way • Monitor the operation of the freeway and initiate corrective actions when needed to ensure motorist safety during incident response • Operate the District 4 Traffic Management Center (TMC) with the ability to request override of the express lane Variable Toll Message Signs (VTMS) • Control the regional Advanced Traffic Management System (ATMS) • Perform maintenance on civil roadway elements of the express lanes (BAIFA may also use contractors for this work) • Monitor the performance of HOV and express lanes in accordance with statutory requirements • Operate and maintain the freeway performance measurement system (PeMS) • Operate and maintain Lane Closure System (LCS)
511 Agencies & Contractors		
Leidos	Incumbent 511 Traffic Contractor	IBI, a subcontractor to Leidos, operates and maintains the 511 Operations Center and is responsible for all Operations Center Staff. Leidos is also responsible for traffic.511.org, the 511 phone system, the real-time transit system, and the 511 real-time parking tool. This contract ends June 30, 2016.

Agency/ Contractor	Role	Responsibilities
Iteris	511 Systems Integration, Data Management & Dissemination, Interactive Voice Response Phone System http://bids.mtc.ca.gov/procurements/206	<ul style="list-style-type: none"> • Collect, aggregate, and store real-time and static traffic, transit and parking data. • Provide, maintain and enhance tools and automated interfaces for data collection and configuration, including TRAMS operator entry interface. • Assume and maintain regional transit database/system, real-time transit system, real-time and static parking database system and 511 operations center systems and hardware. • Maintain and provide data via various Application Programming Interfaces (APIs) and data feeds to the various 511 dissemination platforms. • Provide the 511 IVR phone system, including operations and maintenance, hosting, and future enhancements.
Civic Resource Group (CRG)	511 Web Services, Design, and Operations & Maintenance	<ul style="list-style-type: none"> • Design, develop, operate and maintain the new 511.org website. (The new multi-modal 511.org website will consume data feeds supplied by MTC’s consultants, contractors and public/private third party data providers.) • Integrate a 3rd party trip planner and layer data feeds upon a base map to create a customized 511 SF Bay trip planning tool, along with other traveler information tools and content pages.
Parsons Brinckerhoff	511 Communications Consultant (as part of Regional Rideshare Program contract)	<ul style="list-style-type: none"> • Manage 511 marketing, outreach and communications • Deliver rideshare content through 511.org and the 511 phone system.
Operational Services Contractor (TBD)	511 Operators/ Operations	Contracted by MTC to provide operational staff services for the 511 Traveler Information System (<i>selected under this RFP</i>)
Kimley-Horn and Associates	511 Technical Advisor	Provide technical support, advice, testing and performance monitoring, and development of materials related to procurements, NextGen system implementation, contracts, and daily operations and maintenance.
Bay Area Transit Agencies	Operate Bay Area Transit Services	Provide information about service changes and disruptions due to planned and unplanned events and emergencies.

Agency/ Contractor	Role	Responsibilities
Bay Area Express Lanes Agencies and Contractors		
TransCore, LP	Toll System Integrator (TSI)	<ul style="list-style-type: none"> • Contracted by BAIFA to design, implement, and maintain the TRO Toll Collection System (TCS) and all tolling equipment. • As part of maintenance, TransCore is responsible to monitor at all times the express lanes toll system; respond to and repair problems; and report monthly its performance against contractual key performance indicators (KPIs)
Backhaul Contractor(s) (TBD)	Provide Backhaul	<ul style="list-style-type: none"> • Implement, monitor, maintain, and repair the communications hardware, software, and service between the roadside network and TCS Host, and between the TCS Host and other systems that interface with the TCS
Alameda County Transportation Commission (ACTC), Contra Costa Transportation Authority (CCTA), Solano Transportation Authority (STA), and Santa Clara Valley Transportation Authority (VTA)	Congestion Management Agencies (CMAs)	<ul style="list-style-type: none"> • Participate jointly with MTC, CHP, and Caltrans in the planning and delivery of express lane improvements for the MTC Program within their respective counties. The CMA may act as the lead for one or more phases of delivery (environmental, design, advertise and award, or construction) for the civil component of the express lanes. Except where noted, the leads for specific phases have yet to be determined. • For express lanes that are owned and operated by ACTC or VTA, coordinate operations with those of the MTC-owned express lanes
Parsons Brinkerhoff-Gray Bowen Joint Venture	EL Program Management Consultant	<ul style="list-style-type: none"> • Provide program controls and program management services for MTC EL (e.g., cost, schedule, risk, quality) • Assist with management of civil project delivery • Assist with early planning for the operations and maintenance phase of express lane • Assist with public information and customer education
Atkins	Toll System Manager	<ul style="list-style-type: none"> • Assist BAIFA staff with toll system specifications, procurement and day-to-day management of the Toll System Integrator (TSI) • Assist BAIFA staff and this contract's staff during express lane operations ramp-up period

Agency/ Contractor	Role	Responsibilities
On-Call Roadway Maintenance Contractor (TBD)	Civil Roadway Maintenance	<ul style="list-style-type: none"> Perform maintenance on civil roadway elements of the express lanes (BAIFA may also request Caltrans for this work)
Operational Services Contractor (TBD)	EL Operations	Contracted by MTC to provide operational staff services for the Bay Area EL (<i>selected under this RFP</i>)

D. Locations and Equipment and Support Provided to OS Contractor

Operations Facilities and Locations

The OS Contractor will be required to provide staff to support operations for the 511 and EL programs at two locations. It is the intent that each facility can serve as a back-up location for the other facility, in the event that operations are not able to be performed at the primary location for each program’s operations.

Table 3 provides an overview of both facilities. Layouts of both facilities are available in *Appendix B, Operations Facilities*.

Table 3: 511 and EL Operations Facilities

Element	511 Operations	Express Lane Operations
Hours of Staff Coverage	<ul style="list-style-type: none"> • 5:00 AM – 9:00 PM, Monday through Friday • 10:00 AM – 6:00 PM, Saturday/Sunday • Extended hours invoked during emergency circumstances (to be determined by MTC) 	<p>The EL system requires staff coverage during the following hours to manage preparations, tolling hours and wrap-up:</p> <ul style="list-style-type: none"> • Scenario A: 4:00 AM - 9:00 PM, Monday through Friday. (Tolling hours 5:00 AM - 8:00 PM). • Scenario B: 4:00 AM- 10:00 AM, 2:00 PM- 8:00 PM, Monday through Friday. (Tolling hours 5:00 AM - 9:00 AM and 3:00 PM - 7:00 PM). <p>*Note: Scenario B is required for information for informational purposes only, and will not be evaluated. MTC reserves the right to use the costs submitted for Scenario B in the future if that staffing Scenario is requested.</p> <p>The system will also require on-call monitoring and support for any system issues that may occur in either scenario outside of the hours listed above. See <i>Appendix A, <u>Preliminary Scope of Work</u></i> for a detailed description of the monitoring and support tasks that may be required.</p> <p>Administrative and data analysis functions will occur within a standard business day (8 AM – 5 PM). Supervisory functions may be required outside of the hours listed above. See <i>Appendix A, <u>Preliminary Scope of Work</u></i> for a detailed description of the supervisory functions that may be required.</p>

Element	511 Operations	Express Lane Operations
Hours of Staff Coverage (cont'd)		Proposers are being asked to provide costs for two EL staffing scenarios described above – Scenario A for all-day tolling and Scenario B for peak period tolling, both inclusive of on-call monitoring and support. (See Section VII. G, <u>Cost Proposal</u> and <u>Appendix C, Cost and Price Analysis Forms.</u>)
Primary Location	<ul style="list-style-type: none"> • Caltrans District 4, 111 Grand Avenue, Oakland, CA <ul style="list-style-type: none"> ○ Traffic Management Center (6th Floor): 1 workstation ○ 511 Operations Center (7th Floor) ○ Security credentials and/or clearance may be required 	<ul style="list-style-type: none"> • MTC Offices, 375 Beale Street, San Francisco, CA <ul style="list-style-type: none"> ○ Regional Operations Center (ROC) is currently being designed and is expected to be open for operations by June/July 2016. • Security credentials and/or clearance may be required
Back-up Location	<ul style="list-style-type: none"> • MTC Offices, 375 Beale Street, San Francisco, CA <ul style="list-style-type: none"> ○ Regional Operations Center 	<ul style="list-style-type: none"> • Caltrans District 4, 111 Grand Avenue, Oakland, CA <ul style="list-style-type: none"> ○ 511 Operations Center (7th Floor)
Equipment/furniture provided to Contractor	<ul style="list-style-type: none"> • Workstation at the Caltrans D4 TMC operations floor • Operator work spaces (desk/workstation, chair) • Operator computer and monitors • Video wall • Networking equipment • Printers • TRAMS • IT Support provided by 511 System Integrator team 	<ul style="list-style-type: none"> • Operator work spaces (desk/workstation, chair) • Operator computer and monitors • Video wall and associated servers and software • Networking equipment and internet access • Telephony equipment • Printer • TRO monitoring software • Microsoft Office Software • IT Support provided by TSI and BAIFA.

OS Contractor will be required to provide:

- Office supplies (paper, toner, and all other ancillary office supplies);
- Pass-through costs for 511 operations; and
- Mobile phones, as needed, for 511 and EL staff to perform the responsibilities as described in *Appendix A, Preliminary Scope of Work.*

II. PROPOSER MINIMUM QUALIFICATIONS

A. *Minimum Qualifications*

Proposers must demonstrate that the firm or team submitting the proposal meets the following Minimum Qualifications to be eligible for consideration for this project.

- A minimum of three (3) years of combined experience with one or both of the following:
 1. Staffing and operating a 511 operations center, traveler information center, transportation management center, transit operations center, or other similar operations center; and/or
 2. Staffing, operating and monitoring for express lanes, or other types of toll facilities or highway operations.
- Provided staffing and operations services for similar projects within the last 5 years.
- Project Manager who has a minimum of 3 years of experience in the field relative to the project responsibilities to which he/she will be assigned.

III. SCOPE OF WORK, PERIOD OF PERFORMANCE, AND BUDGET

A. *Scope of Work*

The OS Contractor selected to enter into a contract resultant of this RFP will be expected to perform all work and provide the resources necessary to complete the scope of work and fulfill coverage and operational requirements for the 511 and Express Lanes Network systems.

All proposers shall review the scope of work for the project that is provided in *Appendix A, Preliminary Scope of Work*.

B. *Period of Performance*

MTC expects the work to commence on or about March 1, 2016, and to be completed no later than June 30, 2020. At MTC's sole option, the contract may be extended for up to four (4) additional years, in increments of MTC's choosing, for work contemplated by *Appendix A, Preliminary Scope of Work*.

511 and EL operations will have different start dates, with 511 operations commencing first. It is the intent that the OS Contractor will be involved in refining 511 SOPs and learning TRAMS, and will also support the transition from the current 511 Traffic contract expected to take place in June 2016.

Schedule assumptions for the EL operations include a go-live date of January 2017, which will require that operations staff be hired and trained one month in advance.

Optional years, FYs 20-24, are dependent on availability of funding and approval of future budgets.

TENTATIVE 511 Operational Staff Schedule:

- March 1, 2016: Approximate start date
- March 2, 2016 - April 14, 2016: Develop job descriptions, interview, and MTC acceptance of staff with supervisory responsibilities.
- April 15th, 2016: Staff providing supervisory responsibilities hired and in place
- April 15th, 2016 - May 30th, 2016:
 - 511 System Integrator trains operations staff on TRAMS and required systems.
 - OS Contractor provides input on 511 Operations SOPs, learns 511 Operations SOPs, and TRAMS Operator Entry Software.
 - OS Contractor participates in beta testing of TRAMS Phase II as part of the NextGen 511 beta launch (May 3 – June 14); Contractor provides feedback and coordinates with MTC and the 511 System Integrator on software issues and potential improvements.
 - OS Contractor develops administrative procedures and policies.
 - OS Contractor develops staffing plan, creates job announcements for 511 operations staff, and interviews candidates.
 - OS Contractor supports transition from the current 511 Traffic Contractor, including coordination with Leidos and their subcontractor staff.
- June 1st, 2016: 511 operations staff hired and in place.
- June 1st, 2016 - June 14th, 2016:
 - OS Contractor trains operations staff on 511 Operations SOPs, and TRAMS
 - OS Contractor coordinates with MTC, and other 511 consultants/contractors in preparation for the launch of the NextGen 511 system.
 - As necessary, OS Contractor continues to provide feedback on TRAMS regarding software issues and potential improvements.
 - OS Contractor supports completion of a successful transition from the current 511 Traffic Contractor (Leidos) including coordination of parallel training with and knowledge transfer from incumbent staff.
- June 15th, 2016: OS Contractor assumes daily operations of system.

TENTATIVE EL Operational Staff Schedule:

- September 15 – October 31, 2016: Develop job descriptions, interview and MTC acceptance of staff with supervisory responsibilities.
- October 31, 2016: Staff providing supervisory responsibilities hired and in place.
- October 31 – Dec 15, 2016:
 - TSI trains operations staff on TRO software and required systems.
 - OS Contractor provides input on TRO Operations SOPs, learns TRO Operations SOPs, and required operator entry and monitoring systems.
 - OS Contractor develops administrative procedures and policies.
 - OS Contractor develops staffing plan, creates job announcements for TRO operations staff, and interviews candidates.
- December 15, 2016: TRO staff hired and in place.
- December 15, 2016 – January 15, 2017:
 - OS Contractor trains operations staff on TRO Operations SOPs and operating systems.
- January 15, 2017: OS Contractor assumes daily operations of EL.

C. Budget

MTC has budgeted approximately five million six hundred thousand dollars (\$5,600,000) for this effort for the initial term of the contract, through June 30, 2020, subject to annual budget approval.

The total projected cost for the contract from on or about March 1, 2016 through June 30, 2024, including extensions that may be exercised at MTC’s sole option, is twelve million dollars (\$12,000,000). Funding for each Fiscal Year is subject to annual budget approval.

Additional funding may be added beyond the projected totals listed above and in the table below if additional corridors are added for EL Operations. Implementation approaches for additional corridors may vary. The budget for operations may also be reduced in the future, if EL corridors or other tasks are removed or reduced.

Table 4: 511 and EL Cost/Budget Assumptions

511 Operating Costs, Annual through FY 19-20 (Federal Funds)

Category	FY 15-16	FY16-17	FY17-18	FY18-19	FY19-20
Start Up Costs*	\$184,000				
Annual Budget	\$0	\$466,000	\$468,000	\$479,000	\$489,000
Emergency Response		\$125,000			\$144,000
TIC Operation Pass Through Costs	\$17,000	\$51,000	\$52,000	\$53,000	\$54,000
Contractor Transition				\$50,000	
Subtotal 511	\$201,000	\$642,000	\$520,000	\$582,000	\$687,000

EL Operating Costs, Annual through FY 19-20 (Non-Federal Funds), *****

Category	FY 15-16	FY16-17	FY17-18	FY 18-19	FY 19-20
Annual Budget****	\$0	\$425,000	\$603,000	\$867,000	\$1,028,000
Emergency Response	\$0	\$4,000	\$4,000	\$4,000	\$4,000
ROC Supplies	\$0	\$2,000	\$2,000	\$2,000	\$2,000
Contractor Transition				\$50,000	
Subtotal Express Lanes	\$0	\$431,000	\$609,000	\$923,000	\$1,034,000

Combined Total by FY	\$201,000	\$1,073,000	\$1,129,000	\$1,505,000	\$1,721,000
-----------------------------	------------------	--------------------	--------------------	--------------------	--------------------

Notes and assumptions on costs:

Labor and expenses are shown at a 2% annual escalation.

*Start up costs are for partial year, transition and staff ramp-up costs for 511 only.

**Budget for FY 18-19 is prorated based on a January 2019 opening date for I-880 in Alameda County between Oakland and Milpitas and I-680 in Contra Costa County between the Benicia Bridge and Walnut Creek.

***EL budget listed is for Scenario A, all-day tolling. Budget for peak hour operations (Scenario B) expected to be approximately 25% lower.

****Start up costs for EL are included in the annual budget for FY16-17.

The budget assumptions align with expected operations for the OS Contractor as identified in Section III.B above. 511 operations are expected to commence in FY 15-16, and EL operations are expected to commence in FY 16-17.

FY 20-21 through FY 23-24 are contingent on MTC exercising optional contract years with the selected Contractor.

Proposers are asked to provide three cost proposals for the identified staffing scenarios and desired coverage hours (one budget for 511 operations and two scenarios for EL operations, A, and B). The cost proposal will consist of 511 operations and EL operations Scenario A. EL operations Scenario B will be used for informational purposes only.

IV. PROPOSERS' CONFERENCE AND REQUESTS FOR CLARIFICATION OR EXCEPTIONS

A Proposers' Conference will be held at 8:00 a.m. on Tuesday, November 10, 2015 at the Joseph P. Bort MetroCenter Building, 101 8th Street, Oakland, in the Fishbowl Conference Room.

MTC is also providing the option to meet one-on-one with Proposers for a maximum of forty-five (45) minutes on November 10th following the Proposer's Conference. The purpose of the one-on-one meetings is to allow Proposers to discuss this RFP, and including but not limited to issues such as potential conflicts of interest with project staff. The one-on-one meeting time is limited so Proposers will not be permitted to make presentations and teams are encouraged to attend the one-on-one meeting together. Any written materials provided to project staff during the one-on-one meetings are subject to inspection under the California Public Records Act (Government Code §6250 *et seq.*). Proposers must send an email request to the MTC Point of Contact at drodri@mtc.ca.gov no later than 4 p.m. on Friday, November 6, 2015 to schedule a one-on-one meeting.

Any addenda will be posted on MTC's website. All Proposers are responsible for checking the website for any addenda to the bid documents.

Any requests for clarification of or exceptions to RFP requirements must be received by MTC no later than 4p.m. on Tuesday, November 12, 2015 to guarantee a response or consideration. MTC reserves the right to reject any proposal that contains unauthorized conditions or exceptions.

V. CONTRACTOR SELECTION TIMETABLE*

8:00 a.m., on Tuesday, November 10, 2015	Proposers' Conference, at 101 8 th Street, Oakland, CA 94607, Fishbowl Conference Room
As scheduled on Tuesday, November 10, 2015	One-on-One Discussions
4:00 p.m., on Thursday, November 12, 2015	Closing date/time for receipt of requests for modifications/exceptions
No later than three (3) business days prior to the date proposals are due.	Deadline for protesting RFP provisions
4:00 p.m., Tuesday, December 8, 2015	Closing date/time for receipt of proposals
Week of January 4, 2016*	Interviews/Discussions (if held)*
Friday, January 15, 2016*	Date for receipt of Best and Final Offers (BAFO) (if required)*
Friday, February 12, 2016*	MTC Operations Committee Approval

**Interview, BAFO, award and approval dates are approximate and are subject to change before or after the closing date of the RFP.*

VI. SUBMITTAL OF PROPOSALS

- Interested firms must submit an original and ten (10) copies, as well as one electronic PDF version, of their proposal by **4:00 p.m. on Tuesday, December 8, 2015. Submission of an electronic copy of the proposal without hard copies will not satisfy the submission requirement. No proposals submitted solely by email and no faxed proposals will be considered.**
- Proposals are to be addressed as follows:

Operational Services RFP
 Attention: Denise Rodrigues
 101 8th Street, 3rd Floor Receptionist
 Oakland, CA 94607
 E-mail: drodri@mtc.ca.gov
- Proposer's name and return address must also appear on the envelope.
- Proposals will be received only at the address shown above and **no later than the date and time indicated.** MTC is not responsible for deliveries delayed for any reason. Any proposals received after said date and time or at a place other than the stated address cannot be considered and will be returned to the Proposer unopened.
- All proposals, whether delivered by an employee of the Proposer, U.S. Postal Service, courier or package delivery service, must be received and time stamped at the stated address **prior to or no later than the time designated.** The timestamp located on the 3rd floor at the receptionist desk shall be considered the official timepiece for the purpose of establishing the time of receipt of proposals

6. Proposer agrees and acknowledges all RFP specifications, terms and conditions and indicates ability to perform by submission of a proposal.
7. A signed proposal submitted to MTC in response to this RFP shall constitute a binding offer from Proposer to contract with MTC according to the terms of the proposal for a period of 180 days after the proposals are due to MTC.
8. A proposal may be withdrawn at any time before the date and time when proposals are due by submitting a written request for its withdrawal to the MTC Project Manager.
9. This RFP does not commit MTC to award a contract or to pay any costs incurred by any Proposer in the preparation of a proposal in response to this RFP.
10. Only one proposal will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response.
11. MTC reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all Proposers.
12. MTC reserves the right in its sole discretion not to enter into any contract as a result of this RFP.
13. If the selected Proposer fails to enter into a contract with MTC in a timely manner as determined by MTC, in accordance with the terms and conditions of this RFP, MTC reserves the right to reject the proposal and enter into a contract with the next highest scoring Proposer.
14. Online Vendor Registration is required to be eligible for contract award. Proposers should visit <http://procurements.mtc.ca.gov/Vendors/vendor-information.html> to register in the MTC Vendor Database.
15. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of Central Consultant Registration / Federal Agency Registration (CCR/FedReg), Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS). Firms submitting proposals for contracts with federal funds must register on the SAM website at <https://www.sam.gov/portal/SAM/##11> prior to proposal submission.

VII. FORM OF PROPOSAL

Proposals must be signed in ink and include a statement that the person or persons signing the proposal is/are authorized to authorize and submit the proposal on behalf of the Proposer. Page limits, where specified, are for single-sided print. Proposers are encouraged to print double-sided copies to save paper.

Proposals must include tabbed, numbered dividers for the specific sections identified below (A-J and separate Appendix for required forms)

Proposal content and completeness are very important. Clarity is essential and will be considered in assessing the Proposer's capabilities.

Proposers must provide the information listed below. Any material deviation from these requirements may be cause for rejection of the proposal, as determined in MTC's sole discretion.

Each proposal must include the following:

A. Transmittal Letter (two pages maximum)

Proposals must include a transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and containing the name and telephone number of a contact person, if different from the signatory. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the Proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. It is the expectation that if a proposer is part of the contractor team for the Toll System Integrator, the proposer will discuss a strategy for mitigating conflicts. Acknowledge the receipt of this RFP and any Addendum to the RFP. Indicate that the proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of 180 days from the due date for proposals.

B. Title Page

Proposals must include a title page that includes the RFP subject, the name of the Proposer's firm, local address, telephone number, name of contact person, contact person's email address, and the date.

C. Table of Contents

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

D. Overview and Summary (three pages maximum)

This section should clearly convey the Proposer's understanding of the nature of the work and the general approach to be taken, and identify any specific considerations. It should include, but not be limited to, the following:

1. A discussion of the project's purpose;
2. A summary of proposed approach, including synergies and coordinated staffing between the EL and 511 programs; and
3. The assumptions made in selecting the approach.

E. Work Plan (30 pages maximum)

Explain how the tasks and subtasks in *Appendix A, Preliminary Scope of Work*, will be accomplished. Proposers may also refine or modify the tasks and subtasks identified in *Appendix A* as long as the proposers' work plan addresses the requirements, expectations, and tasks; in addition, proposers should include the rationale for any such refinements or modifications.

This section should present one combined work plan for both 511 & EL, addressing tasks described in *Appendix A, Preliminary Scope of Work*. The proposed work plan should:

1. Discuss how the Proposer will conduct the required tasks and identify associated deliverables within each task. The proposal should discuss the tasks in sufficient detail to demonstrate a clear understanding of the project and component tasks. The proposal may include additional tasks, sub-tasks, or deliverables the Proposer believes necessary to accomplish the project objectives.
2. Provide a high-level schedule for completing tasks, and identify key milestones and recurring milestones or deliverables. The schedule should show the expected sequence of tasks, subtasks and milestones.
3. Describe approach to staffing the required tasks and Scope of Work elements. Proposer shall recommend a staffing approach that will achieve the objectives of both programs. For EL tasks, proposer shall describe two scenarios: Scenario A - all-day staffing (4:00 AM to 9:00 PM); and Scenario B - peak period (4:00 AM to 10:00 AM; and 2:00 PM – 8:00 PM). Scenario B will not be evaluated. Describe staffing synergies between the two programs and how proposer will address coordination among staff. Describe the proposer's approach for training/cross-training.
4. Describe how Proposer would approach staffing if contract terms were extended to encompass opening of MTC express lanes in fiscal years 2020-21 through fiscal years 2023-24. Proposers also are to describe how proposer would approach providing TRO services for additional express lane corridors within the initial contract term.
5. Describe how Proposer will manage staff resources for the two programs and locations, maintain service continuity, maintain quality, and provide separate tracking, reporting and invoicing for all staff provided to the 511-related tasks on one hand, and the EL-related tasks on the other. Describe if Proposer will provide integrated staffing across the two programs, and why or why not. Provide examples of successful practices from proposer's experience. Describe how proposer will handle staffing coverage for emergency situations and after-hours work, supervisory/management responsibilities for two locations, staff coverage across extended operating hours, staff coverage for holidays and unexpected absences, and staff retention. Describe proposer's process for handling

disciplinary actions and ensuring adherence to performance standards and standard operating procedures.

6. Describe how Proposer will coordinate and communicate with MTC, with partner transportation agencies, Caltrans, CHP, and with other contractors in completing the required tasks. Include a brief communications plan that describes the Proposer's approach to communications.
7. Describe how the proposer will manage the transition from the existing 511 operations contract to the new 511 staffing approach. Provide a project transition plan detailing transition steps and explaining your approach to receiving training to assume project responsibilities. Also describe your training approach for the EL operations.
8. Describe proposer's approach to hiring staff at project initiation, and during ongoing staff turnover. Describe proposer's approach to training staff on duties, requirements and software.
9. Describe your approach to providing staff oversight to maintain quality, especially given the public importance of the information disseminated via the 511 systems, and the nature of performance reporting for EL. Describe how QC/QA will be performed, who will be responsible for the QC/QA program and how proposer will ensure operators follow SOPs.
10. Identify any potential obstacles, challenges, or risks to successfully complete the Scope of Work. Discuss the methods that proposer will use to identify and mitigate challenges and risks.
11. Describe how proposer will comply with labor and employment laws/requirements.
12. Based on the proposed work plan, provide a red-line version of the Preliminary Scope of Work provided in *Appendix A* that identifies where your proposed approach alters the Preliminary Scope of Work. *Appendix A*, Preliminary Scope of Work is posted in Word format on MTC's website at <http://procurements.mtc.ca.gov/Solicitations/solicitation-list.html>. This may be provided as an Appendix to the proposal and will not count toward the page-count limit.

F. Qualifications and References (eight pages maximum, not including 1-page resumes and sample report)

1. Describe proposed team's qualifications specific to the requirements set forth in Section II, Proposer Minimum Qualifications. Identify the personnel, including subcontractors' personnel, whose expertise or experience addresses each of the specified needs. Proposers are asked to provide this information in tabular format. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Preliminary Scope of Work attached as *Appendix A*. Describe experience of the Proposer's team working together on similar operations staffing contracts and assignments.

2. Identify key personnel, in particular the project manager, including experience, qualifications, certifications and specialized training. Include years of experience; the expectation is that the project manager will have a minimum of 3 years of related experience. Identify the primary point(s) of contact for MTC, identify who has responsibility for managing operations staff, (include specific supervisory experience), and who is responsible for managing the contract/invoicing. Describe lines of communications, and how communications will be handled efficiently between MTC and the OS Contractor.
3. Resumes of key personnel, not to exceed 1 page per resume. Include roles and start dates for personnel experience.
4. Provide a succinct description of any previous projects similar to the Preliminary Scope of Work attached as *Appendix A*, indicating the project title, duration, budget, sponsoring agency and sponsor agency project manager, and roles played by individuals proposed for this project. Provide a description of the project, including responsibilities, overall scope and work performed. Include the name of the agency for whom the work was performed, year performed, name of the contact person, their email address and their telephone number.
5. Provide at least one example of a performance/trending report that was prepared by proposer for a similar operations program. There will be frequent reporting requirements for Express Lanes and 511 showing trends, usage, issues, etc. The sample will be considered in evaluating firm and staff expertise and experience, and written presentation effectiveness.
6. Provide a summary of all contracts your firm (including subcontractors) has held with MTC, MTC SAFE, BATA, BAIFA or BAHA in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

G. Cost Proposal

Based on the tasks and staffing plan described in response to Section VII, Form of Proposal, E. Work Plan above, provide a breakdown of the expected expenditures of funds for each program area, including Tasks 1 through 5 in *Appendix A*, Preliminary Scope of Work. The budget should include, but is not limited to, a task budget and a line item budget with billing rates for each phase. *Appendix C*, Cost Proposal is comprised of six templates (C2 through C7) that Proposers shall use in providing a breakdown of expected expenditures. Proposers are required to provide costs for 511 Operations and two EL staffing scenarios, A and B. EL Scenario A and 511 Operations costs will be evaluated. EL Scenario B is required for informational purposes only, and will not be evaluated. MTC reserves the right to use the costs submitted in Scenario B in the future if that staffing Scenario is requested.

1. The task budget should present a breakdown of labor cost and expenses by task for each program area.
2. Two scenarios need to be provided for EL; all-day coverage and tolling operating hours coverage. These are:

- Scenario A: 4:00 AM - 9:00 PM, Monday through Friday. (Tolling hours 5:00 AM - 8:00 PM).
 - Scenario B: 4:00 AM- 10:00 AM, 2:00 PM- 8:00 PM, Monday through Friday. (Tolling hours 5:00 AM - 9:00 AM and 3:00 PM - 7:00 PM).
Scenario B will not be evaluated.
3. *Appendix C-1, Instructions*: Refer to specific instructions for each cost form.
 4. *Appendix C-2, Cost Allocation and Pricing Summary*: Provide a summary of costs by Element and task for all four years of the contract period. This also includes summary hours and a percentage of Project Manager time allocated across 511 and EL tasks. Costs outlined in *Appendices C-4, C-5, and C-6* must be included in *Appendix C-2*.
 5. *Appendix C-3, Rate Derivation and Summary*: Provide billing rates for all key personnel and supporting staff. Proposers are expected to fill in actual names for the Project Manager and any other known staff, hourly rates for key personnel, average hourly rates for other staff, fringe benefit/labor overhead percentage, G&A percentage, percentage fee profit, fully burdened rate, effective dates (generally by contract year), and proposed escalation increase. There is a 2% maximum allowable escalation rate. Rates on this form will be used to negotiate any contract amendments, such as staff needs for additional Express Lanes opening within the base period.
 6. *Appendix C-4, 511 Cost Form*: Provide a cost and hour breakdown for work that shall be charged to 511 Operations for the four year contract. Provide actual staff names if known. Project Manager must be identified.
 7. *Appendix C-5, EL Cost Form (A)*: Provide a cost and hour breakdown for work that shall be charged to EL Scenario A for the four year contract. Provide actual staff names if known. Project Manager must be identified.
 8. *Appendix C-6, EL Cost Form (B)*: Provide a cost and hour breakdown for work that shall be charged to EL Scenario B for the four year contract. Provide actual staff names if known. Project Manager must be identified. EL Scenario B is a required cost element, but is not a part of the proposal evaluation.
 9. *Appendix C-7, Cost and Price Analysis Form*: A line item budget should be submitted for each program area (511 and EL) for each FY. The line item budget should present a breakdown of costs by cost categories, including billing rates for key personnel and job classifications. The line item budget should be set forth on the Cost and Price Analysis Form attached as *Appendix C-7* to this RFP. A line item budget should also be submitted for proposed sub-consultants with contracts estimated to exceed \$25,000.
 10. Proposers must submit all templates that comprise *Appendix C, Cost Proposal*, fully completed. Proposers may submit additional budget information as appropriate.

H. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix D*).

I. Insurance Provisions

Submit a signed acknowledgement that the Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix E-1, Insurance Requirements*, within ten (10) days of MTC's notice to firm that it is the successful Proposer.

(See Section IX.B of the RFP for how to request exceptions to the minimum insurance requirements.)

J. Taxpayer Identification Number and Certification

Submit a W-9, Request for Taxpayer Identification Number and Certification (containing original signature) available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

K. Requirements

Submit all completed federal-required certifications in *Appendix G, Federal Requirements*, related to lobbying, debarment, and Disadvantaged Business Enterprise (DBE) subcontractor information (*Appendices G-1, G-2, G-3, G-4, and G-5.*)

Firms submitting proposals for contracts with federal funds must submit a verification of its SAM registration.

L. Iran Contracting Act

Pursuant to California Public Contracts Code Sections 2200 *et seq.*, (AB 1650, Iran Contracting Act of 2010) Proposers for contracts equal to or in excess of one million dollars (\$1,000,000) must certify, at the time of proposal submission that Proposer is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. Submit a signed Iran Contracting Act Document (*Appendix F*).

M. Financial Responsibility

In a separate sealed envelope: Provide a copy of Proposer's most recent annual and past quarterly financial filing. The statements will not be considered part of the proposal for purposes of the California Public Records Act and will be reviewed to determine responsibility only. All financial statements will be returned to the Proposer prior to OS Contractor selection.

N. Bid Bond

Proposals must be accompanied by a bid guaranty in the form of a cashier's check, a certified check, or a bid bond executed by an admitted surety insurer ("Best Guide rating of "A-7" rating

or better”), in the amount of 10% of the bid amount, payable to MTC. Such check or bond shall be given as a guaranty that the Proposer will, within ten (10) days of being requested to do so by MTC, enter into a contract and provide the required performance and payment bonds as described in Section IX, General Conditions, item K, *Performance and Payment bonds*, Attachment E, Insurance and Financial Security (Bond) Provisions, of Appendix E, MTC Consultant Agreement and Appendix E-3, Bonds to Accompany Contract of this RFP. If a bid bond is furnished, it must conform to one of the forms provided with the bid documents. The Format for a bid bond is included in this RFP as Appendix E-2, Bid Bond.

If the Proposer to whom the work has been awarded refuses or fails to accept the purchase order and/or provide the required bonds within the specified time, the check shall be forfeited to MTC or the principal and surety on the bond shall be liable to MTC for the principal amount thereof in accordance with its terms. Proposer guarantees will be held until the contract has been finally executed, after which all Proposers’ guarantees except any guarantees which have been forfeited, will be returned to the respective Proposers whose bids they accompany, but in no event will Bidder’s securities be held by MTC beyond one hundred twenty (120) days from the time set for receiving bids.

VIII. PROPOSAL EVALUATION

A. Verification of Minimum Qualifications

The MTC Project Manager will review proposals to ensure that each proposal meets the Minimum Qualifications set out in Section II, Proposer Minimum Qualifications of this RFP. Proposers failing to meet the Minimum Qualifications will not be considered.

B. Review for General Responsiveness

The MTC Project Manager, in consultation with the MTC’s Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section VII, Form of Proposal. Proposers failing to meet the Minimum Qualifications listed in this RFP or to satisfy the federal Disadvantaged Business Enterprise (DBE) requirements (if applicable), will not be considered responsive. Also, any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated. A proposal that fails to include one or more items requested in Section VII, Form of Proposal may be considered responsive, if evaluation in every criterion is possible. MTC reserves the right to request additional information from responsive Proposers prior to evaluation.

C. Evaluation Panel and Evaluation Criteria

Responsive proposals will then be evaluated by an evaluation panel of MTC staff. The evaluation panel may also include partner agency staff. The evaluation of the proposals shall be within the sole judgment and discretion of the evaluation panel.

All contact during the evaluation phase shall be through the MTC Contracts representative only. Proposers shall neither contact nor lobby the project manager or any evaluation panel members

during the evaluation process. Any attempt by Proposer to contact and/or influence members of the evaluation panel may result in disqualification of Proposer.

Responsive proposals shall be evaluated on the basis of the following evaluation factors, with their relative importance indicated by percentages:

Evaluation Factors

Category and Overall Percentage Points	Evaluation Description																
Proposer’s Approach and Clarity of Response 45%	Approach to scope, work plan to carry out tasks, staffing, resource management and resource allocation, including but not limited to: <ul style="list-style-type: none"> • Thoroughness and quality of the response; • Approach to hiring, staffing and managing staff; • Approach to coordinating and communicating with MTC, agencies and contractors; and • Clarity of response. 																
Cost Effectiveness (25%)	Creativity in managing costs and planning for anticipated costs through the duration of the initial contract, including but not limited to: <ul style="list-style-type: none"> • Cost allocation; and • Cost efficiency, hourly rates. 																
Project Manager Qualifications, Proposer Experience (20%)	Proposer and project manager qualifications, past performance, experience and references. Commitment to quality, client satisfaction and cooperative working relationships including but not limited to: <ul style="list-style-type: none"> • Project manager experience as it relates to the Preliminary Scope of Work; • Past performance and references; and Demonstrated ability for timely completion of work within budget.																
Cost (10%)	Each Proposers cost proposal will be weighted relative to the lowest cost proposal submitted in response to this RFP as follows: <table border="1" data-bbox="505 1377 1385 1638"> <thead> <tr> <th data-bbox="505 1377 672 1451">Proposer</th> <th data-bbox="672 1377 854 1451">Proposed Cost</th> <th data-bbox="854 1377 1240 1451">Calculation of Points</th> <th data-bbox="1240 1377 1385 1451">Points Assigned</th> </tr> </thead> <tbody> <tr> <td data-bbox="505 1451 672 1488">Proposer A</td> <td data-bbox="672 1451 854 1488">\$5,000,000</td> <td data-bbox="854 1451 1240 1488">Full 10 percentage points</td> <td data-bbox="1240 1451 1385 1488">10</td> </tr> <tr> <td data-bbox="505 1488 672 1562">Proposer B</td> <td data-bbox="672 1488 854 1562">\$5,121,000</td> <td data-bbox="854 1488 1240 1562">\$5M divided by Proposer B cost, multiplied by 10</td> <td data-bbox="1240 1488 1385 1562">9.8</td> </tr> <tr> <td data-bbox="505 1562 672 1638">Proposer C</td> <td data-bbox="672 1562 854 1638">\$5,750,000</td> <td data-bbox="854 1562 1240 1638">\$5M divided by Proposer C cost, multiplied by 10</td> <td data-bbox="1240 1562 1385 1638">8.7</td> </tr> </tbody> </table>	Proposer	Proposed Cost	Calculation of Points	Points Assigned	Proposer A	\$5,000,000	Full 10 percentage points	10	Proposer B	\$5,121,000	\$5M divided by Proposer B cost, multiplied by 10	9.8	Proposer C	\$5,750,000	\$5M divided by Proposer C cost, multiplied by 10	8.7
Proposer	Proposed Cost	Calculation of Points	Points Assigned														
Proposer A	\$5,000,000	Full 10 percentage points	10														
Proposer B	\$5,121,000	\$5M divided by Proposer B cost, multiplied by 10	9.8														
Proposer C	\$5,750,000	\$5M divided by Proposer C cost, multiplied by 10	8.7														

D. Proposer Discussions

Following the initial evaluation, the evaluation panel may elect to recommend award to a particular Proposer (with or without interviews), or to enter into discussions with a “short list” of Proposers, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

The purpose of discussions with a Proposer on the “short list” will be to identify to that Proposer’s specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence and/or during face-to-face interviews. The Proposer’s project manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions.

E. Request for Best and Final Offer

Following discussions, if held, Proposers on the “short list” will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance by MTC of a Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

MTC reserves the right not to convene oral interviews or discussions, and to make an award on the basis of initial proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint. References may be contacted at any point in the evaluation process.

The panel will recommend a Proposer to the MTC Executive Director, based on their evaluation of the written proposals or BAFOs and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, he will forward the recommendation to the Operations Committee for approval.

IX. GENERAL CONDITIONS

A. Award

Any award made will be to the Proposer whose proposal is most advantageous to MTC based on the evaluation criteria defined in Section VIII. If the selected firm fails to enter into a contract with MTC in a timely manner as determined by MTC, in accordance with the terms and conditions of this RFP, MTC reserves the right to reject the proposal of the selected firm and enter into a contract with the next highest scoring firm.

B. Contract Arrangements

MTC Standard Consultant Contract is attached as *Appendix E*. If a Proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions. If no such change is requested, the Proposer will be deemed to accept MTC’s standard contract provisions, unless such language is protested in accordance with Section C below.

The selected OS Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix E-1, Insurance Requirements*. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix E-1*, within ten (10) days of MTC’s notice that it is the successful

Proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions. MTC will review the requests and issue an addendum if material changes requested by a prospective Proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements pursuant to the protest provisions of this RFP must be brought to MTC's attention no later than the deadline for protesting RFP provisions or compliance with all material insurance requirements will be assumed.

The contract resulting from this RFP will be a time and materials based Contract.

In addition, Work performed under *Appendix A, Preliminary Scope of Work*, Task 4, Emergency Response, must be authorized in advance by MTC. Depending on the nature of the emergency, initial authorization may be communicated by telephone or email, but must be followed up within five (5) working days by a written Notice to Proceed (NTP), signed by the MTC Project Manager or designee and specifying the work to be performed, its proposed schedule, and the maximum amount available. No work under *Appendix A, Preliminary Scope of Work*, Task 4 shall begin prior to authorization by MTC. Payment for work under *Appendix A, Preliminary Scope of Work*, Task 4 shall be based on the written NTP covering the work.

C. Selection Disputes

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Proposer on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

1. No later than 4:00 p.m. on the third business day prior to the date proposals are due, for objections to RFP provisions; or
2. No later than 4:00 p.m. on the third business day after the date the firm is notified that it did not meet the minimum qualifications or was found to be non-responsive; or
3. No later than 4:00 p.m. on the third business day after the date on which the firm is notified that it was not selected, or if applicable the date the appropriate committee authorizes award, whichever is later, for objections to Proposer selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Operations Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Executive Director.

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Should a Proposer wish to appeal the decision of the MTC Executive Director, it may file a written appeal with the MTC Operations Committee no later than 4:00 p.m. on the third business day after receipt of the written response from the MTC Executive Director. MTC Operations Committee's will be the final agency decision.

Authorization to award an agreement to a particular Proposer by MTC shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the MTC Executive Director or, if the decision of the MTC Executive Director is appealed, the issuance of the MTC Operations Committee's decision.

D. Public Records

This RFP and any material submitted in response to this RFP are subject to public inspection under the California Public Records Act (Government Code §6250 *et seq.*), unless exempt by law. Other than proprietary information or other information exempt from disclosure by law, the content of proposals submitted to MTC will be made available for inspection consistent with its policy regarding Public Records Act requests.

If the Proposer believes any proposal content contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer may request that MTC withhold from disclosure such proprietary materials by marking each page containing proprietary information, including financial information, if any, required to be submitted under Section VII of this RFP, as confidential and shall include the following notice at the front of its proposal:

“The data on the following pages of this proposal, including financial information submitted under Section VII of the RFP marked along the right margin with a vertical line, contain technical or financial information that constitute trade secrets and/or that, if disclosed, would cause substantial injury to the Proposer's competitive position. The Proposer requests that such data be used for review by MTC only, but understands that exemption from disclosure will be limited by MTC's obligations under the California Public Records Act. If an agreement is awarded to the Proposer submitting this proposal, MTC shall have the right to use or disclose the data, unless otherwise provided by law. [List pages].”

Failure to include this notice with relevant page numbers shall render any “confidential/proprietary” markings inadequate. Individual pages shall accordingly not be treated confidentially. **Any language purporting to render the entire proposal confidential or proprietary will be regarded as ineffective and will be disregarded. In addition, the Proposer may not designate any required proposal forms or the cost proposal as confidential. Consequently, any language purporting to render any proposal forms or the cost proposal as confidential or proprietary will be regarded as ineffective and will be disregarded.**

In the event properly marked data is requested pursuant to the California Public Records Act, the Proposer will be advised of the request. If the proposal requests that MTC withhold such data from disclosure and MTC complies with the Proposer's request, the Proposer shall assume all responsibility for any challenges resulting from the non-disclosure; indemnify and defend MTC and hold it harmless from and against all claims, legal proceedings, and resulting damages and costs (including but not limited to attorneys' fees that may be awarded to the party requesting such Proposer information); and pay any and all costs and expenses relating to the withholding of the Proposer information.

If the Proposer does not mark each page containing proprietary information as confidential, does not include the statement described above at the front of its proposal, and does not request that MTC withhold information marked as confidential and requested under the California Public Records Act, MTC shall have no obligation to withhold the information from disclosure, and the Proposer shall not have a right to make a claim or maintain any legal action against MTC or its commissioners, officers, employees or agents in connection with such disclosure.

E. Key Personnel

Key Proposer personnel assigned to the project are expected to remain on the project. Any change in key personnel on the proposed project team is subject to prior written approval of MTC. Removal of any key personnel identified in the proposal without written consent of the MTC Project Manager may be considered a material breach of contract.

F. Conflicts Of Interest

Proposers must indicate whether there are any conflicts of interest, actual or apparent, that would limit their ability to provide the requested services and describe the plan for mitigating such conflicts in their proposals. If a Proposer doesn't indicate conflicts and provide a mitigation plan for conflicts, by submitting a proposal, the Proposer represents and warrants that no commissioner, officer or employee of MTC is in any manner interested directly or indirectly in the proposal or in the contract that may be made under it or in any profits expected to arise therefrom, as set forth in California Government Code Section 1090.

The Proposer further warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code Sections 1090 *et seq.* or 87100 *et seq.* during the performance of services under any contract resulting from this RFP and that it will not knowingly employ any person having such an interest. Violation of this provision may result in the contract being deemed void and unenforceable.

Whenever MTC is awarding a contract that involves the rendering of advice, it will consider whether there exists the potential for bias, because of other activities, relationships or contracts of the Proposer, and if so, whether any potential bias can be mitigated acceptably by MTC and the Proposer. After award, the winning Proposer shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under the agreement resulting from this and other MTC solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other project.

Proposer shall not engage the services of any subcontractor or independent contractor on any work related to this RFP if the subcontractor or independent contractor, or any employee of the subcontractor or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this RFP.

G. Personally Identifiable Information

Proposer agrees to comply with the special provisions related to the access and protection of personally identifiable information set forth in Attachment F, Special Conditions Relating to Personally Identifiable Information of Appendix E, MTC Standard Consultant Contract.

H. Pre-Award Audit

Federally funded contracts may require a pre-award audit. The pre-award audit examines the Proposer's accounting, estimating, administrative systems, proposed costs, financial condition, and the proposed contract language.

I. Web-Based Communication

Proposer agrees to submit all communication and required documentation, including but not limited to invoices, requests for contract modifications, etc. to the MTC Project Manager or his/her designee via a web-based system designated by MTC to which MTC will provide system access.

J. Payment, Sub-Contractor and Prevailing Wage Information

Proposer agrees to submit payment, sub-contractor utilization and if applicable certified payroll information for contracts with prevailing wage requirements via a web-based system designated by MTC to which MTC will provide system access.

K. Performance and Payment Bond

Prior to execution of the Contract, the OS Contractor shall file with MTC on the forms provided herein, two surety bonds in the amounts and for the purposes noted below, duly executed by a reputable surety company satisfactory to MTC. OS Contractor shall pay all premiums and costs relating to the required bonds. Both the performance and payment bond shall be annually renewable per the instructions on each bond form in Appendix B-3, Bonds to Accompany Contract.

- **Performance Bond** in the amount of 100% of the total estimated initial contract amount, to guarantee faithful performance of the work under the Contract, including the replacing of or making acceptable, any defective materials or faulty workmanship. This bond shall be maintained in full force and effect until all work under the contract is completed and accepted by MTC, and until all claims for materials and labor have been paid.
- **Payment Bond** in the amount of 100% of the total estimated initial contract amount, to insure to the benefit of persons performing labor or furnishing materials in connection with the work of the proposed contract. This bond shall be maintained in full force and effect until all work under the contract is completed and accepted by MTC, and until all claims for materials and labor have been paid.

Both the Performance Bond and the Payment Bond shall be issued by a surety company(ies) acceptable to MTC with a Best Guide Rating of A-7 or better, listed in Circular 570: Federal

Treasury Listing of Qualified Sureties with a bond amount within the underwriting limitation, and authorized to execute such in the State of California.

Should any surety or sureties be deemed unsatisfactory at any time by MTC, notice will be given to OS Contractor to that effect, and OS Contractor shall forthwith substitute a new surety or sureties satisfactory to MTC. The direct and indirect costs for replacement bonds shall be the sole responsibility of the OS Contractor.

All alterations, time extensions, extra work, additional work or any other changes authorized in the Contract, may be made without notice to, or securing the prior consent of, the surety or sureties on the Performance or Payment Bonds.

APPENDIX A - PRELIMINARY SCOPE OF WORK

The OS Contractor shall provide staff, supplies and services to support operations for the 511 traveler information system operations and the Express Lanes Network/toll operations in accordance with the Scope of Work. Operations for 511 shall commence no later than June 2016, and Express Lanes operations shall commence no later than January 2017. Contract start date is currently anticipated to be March 4, 2016. The Contractor will be responsible for ensuring staff coverage for both systems, including covering holidays (511 only), addressing coverage during planned staff vacations, unplanned staff absences as well as coverage during emergency conditions.

MTC is expecting the OS Contractor to provide a single project manager that will be responsible for both the 511 and EL staffing, and supervisory level staff that also may be a shared resource between the two programs. Hiring of staff with supervisory responsibilities, from existing staff or new staff, will be subject to MTC's final review and written (email) approval.

511 Operations General Requirements

The OS Contractor shall provide staff to operate the 511 Traveler Information System operations center, seven days per week. Coverage is required Monday through Friday from 5:00 AM – 9:00 PM; Saturday and Sunday from 10:00 AM – 6:00 PM. The OS Contractor shall operate from the TMC floor and will have space in the 511 Operations Center, located at the Caltrans District 4 building in Oakland, CA. The OS Contractor shall obtain required credentials for 511 operations staff to access the building and 511 Operations Center. Staff shall have access to restrooms, break rooms, desktop computers with monitors, desk phones, and recording equipment.

The 511 Operations Center is currently operated under the 511 Traffic contract, which expires on June 30, 2016. MTC intends to work with the OS contractor to ensure sufficient operational continuity for the 511 Operations Center.

511 Operations staff will be required to coordinate and interface with several other agencies, including but not limited to MTC staff and contractors, Caltrans District 4 TMC operators, CHP, Bay Area Transit Agencies and the Freeway Management and Executive Committee. The OS Contractor also shall coordinate with the 511 System Integrator.

Emergencies impacting the transportation network and requiring timely notifications and communications through the 511 information dissemination channels (e.g., 511.org, Twitter, 511 Phone service) will require that 511 operations staff be available to support emergency communications outside of standard operating hours. MTC has decision authority on what events or conditions will require emergency support. The OS Contractor shall identify an approach to emergency operations staffing in their proposal, specifically addressing item #4, included herein this *Appendix A, Preliminary Scope of Work*.

The OS Contractor staff will be required to follow procedures and processes in the 511 Operations Center Standard Operating Procedures, which are currently being updated. The Contractor shall also work with MTC and other contractors to suggest modifications or to update

the SOP as the need arises. The OS Contractor shall be responsible for ensuring its staff follow the SOPs.

EL Operations General Requirements

The OS Contractor shall provide staff to operate EL, Monday through Friday, 4:00 AM to 9:00 PM. Presently, MTC is considering two staffing scenarios, as identified herein Table 3 of *this Appendix A, Preliminary Scope of Work*. TRO Operators shall be based at the Regional Operations Center at 375 Beale Street, San Francisco, CA. Hiring of staff with supervisory responsibilities will be subject to MTC's final review and written (email) approval.

The anticipated MTC EL opening schedule is shown herein Section I.B., Table 1 of this *Appendix A, Preliminary Scope of Work*. As described in Section I.B. of this RFP, the initial value of the contract resulting from this RFP will reflect toll roadway operations for MTC's EL scheduled to open within the initial contract term. The contract resulting from this RFP will allow the selected OS Contractor to perform toll roadway operations duties on behalf of MTC for other EL corridors that may be implemented within the initial term (through an amendment) or approved contract extension, including both future corridors not authorized today and Bay Area Express Lanes implemented by other Bay Area operators, should MTC reach agreement with those operators.

OS Contractor TRO staff will be required to coordinate and interface with several other agencies, including but not limited to MTC staff and contractors, Caltrans District 4 TMC operators, Caltrans District 4 maintenance, CHP, BATA, BATA Regional Customer Service Center (including support contractor), and the Freeway Management and Executive Committee. The OS Contractor also shall coordinate with the Toll System Integrator (TSI).

OS Contractor staff while performing the required TRO services will be required to follow procedures and processes in the TRO SOP (expected to be available in late summer 2016). The OS Contractor shall also work with MTC and other contractors to suggest modifications or to update the SOP as the need arises. The OS Contractor shall be responsible for ensuring its staff follow the SOP.

I. Expectations of OS Contractor Personnel

Staff assigned to this contract will be expected to conduct themselves in a professional manner, be capable of required operations tasks, be capable of handling high-pressure situations, and be able to interface with MTC and Bay Area operations partners (including Caltrans and CHP) as part of day-to-day operations. The following are expectations for OS Contractor personnel:

1. *Problem solving.* Personnel will be presented with situations in which they need to perform further investigation to solve a problem, such as determining the location of an incident when little or conflicting information is given, or identifying potential issues with conflicting toll rate displays such as when the dynamic pricing algorithm is displaying a toll on displays but the toll is not affectively managing traffic.
2. *Critical thinking.* Personnel will need to use critical thinking to make judgment calls or analyze situations, such as determining whether or not an incident meets the 511 Level 1 High Profile criteria, and therefore requiring supervisory staff or more senior staff to be

- notified. Another example would be determining whether the toll system is adequately responding to current traffic, and whether supervisory staff should be notified.
3. *Oral communications.* Personnel will need to understand verbal information (facts, assertions and ideas), and to express such information verbally so that others will understand. Examples for 511 include recording floodgates, and corresponding with internal and external staff. Operators must use proper voice recording procedures, including tone of voice, message construction, and terminology when recording floodgate announcements. For 511 and toll road operations, there will be instances where personnel will be communicating and interacting with several contractors and/or agencies. It is essential that personnel be able to clearly communicate issues and any actions taken.
 4. *Written communication.* Personnel will need to understand written information (instructions, descriptions, and specifications), express such information in writing so that others will understand, and have a fine attention to detail. For 511, operators will need to clearly and succinctly develop announcements and alerts based upon information from a variety of sources. Operators must be able use proper grammar and syntax when creating website and social media announcements, and will be expected to proofread all announcements to ensure the utmost quality and accuracy to maintain travelers' trust in 511. Other operators' duties for 511 and toll road operations will include preparing end of shift reports, and corresponding with internal and external staff using email.
 5. *Analysis skills.* For some analysis tasks, OS Contractor personnel will be required to analyze traffic volumes, toll rate changes, trends, etc. In some cases, Express Lanes duties will include compiling and analyzing toll rate and revenue information, and preparing trending reports
 6. *Interpersonal skills.* Personnel will be expected to interact with internal and external staff in a professional, customer service-oriented manner. Personnel are expected to communicate and interact in a professional and effective manner with internal and external business contacts.
 7. *Computer and software.* Personnel must be comfortable using computers, software, data entry software systems, communications software (such as email), and monitoring other agencies' computer-based information resources. Personnel should be capable of handling multiple computer windows simultaneously, and be capable of minor troubleshooting. Must be able to follow SOP for system use.
 8. *Flexibility.* Ability and willingness to work rotating shifts and comply with hold-over and recall requirements if there are significant events affecting the transportation network. Such events and required emergency coverage will be determined by MTC.
 9. *Consistency with routine tasks.* Ability to effectively handle routine tasks that can be somewhat repetitive. There are several routine system checks, system monitoring, and information entry tasks that require operations staff to perform at frequent intervals. Personnel will be expected to consistently follow defined SOPs and processes to ensure quality work, even for routine tasks.
 10. *Effectively handle priorities and high stress environment.* Ability to work in and function in "high stress" operations environments. Personnel will be expected to receive, process, and act on oral and written communication in a "high stress" operational environment. Personnel may experience situations in which they cannot adequately respond to and report all active events in a timely manner, and will need to prioritize what events or information to report. Personnel must also be receptive and respond professionally to direction and feedback provided by MTC, including corrections to work and new strategies based upon the response needed for a specific situation.

OS Contractor staff is expected to be on-site during required coverage hours. There might be instances where staff needs to use the other facility, which will have systems, networks and computers in place to support back-up operations. There might be specific circumstances that require personnel to provide emergency coverage, such as an earthquake, other natural disaster, transit operations strike, major freeway closure, or other circumstances identified by MTC, outside of normal operating hours. There might be instances of special permission from MTC to allow staff to provide support remotely if the primary or back-up operations locations are not accessible.

II. Functional Requirements/Tasks

Task 1. Project Management and Administration

This task applies to both 511 and EL. It is expected that OS Contractor will provide one Project Manager responsible for both programs. The OS Contractor shall track and provide separate invoices and reports (as needed) detailing all labor costs and expenses by task for each program area.

A. Project Management and Administration

- Initial kick-off meetings to finalize 511 and EL SOP.
- Monthly invoices, separating staff for 511 and EL related tasks and progress reports.
- Maintain staff contact information (provide to MTC).
- Maintain records of all project agreements, finances, reports and documents.
- Maintain a web-based document storage system.
- Maintain and manage monthly pass-through expenses.
- Assist MTC staff in preparing reports for the Freeway Management Executive Committee on overall operations (EL) and/or plans for or post mortems of special events/emergencies (511).
- Coordinate with MTC, 511 & Express Lane System Integrators, Communications Contractors and others as needed for system updates affecting SOP.
- Coordinate with IT support, as needed, at both locations, as identified in Table 3, 511 and EL Operations Facilities.
- Support or lead tours of both operations facilities when requested by Commissioners or MTC staff.

B. Staff and Program Support Coordination

- Coordinate team members to provide required coverage for 511 and TRO operations, maintain effective communications within the team.
- Develop and maintain a staffing plan for operations at each facility.
- Lead project status meetings with MTC.
- Prepare for, lead and participate in coordination meetings with other contractors.

Task 1 Deliverables:

1. Monthly progress reports.
2. Staffing Plans and Staffing Policies.

3. Project records (agreements, finances, schedules, reports and documents).
4. Meeting agendas and summaries.

Task 2. 511 Operations

General

- 2.1 Manage 511 Operations staff – hire, remove, discipline, schedule, train, and provide them the necessary tools and instructions to operate efficiently.
- 2.2 Ensure 511 operations coverage is provided during planned and unplanned operator absences.
- 2.3 Maintain and update 511 Operations SOP, in coordination with MTC, and ensure operator compliance with them.
- 2.4 As new 511 operating systems, databases and other resources are implemented, 511 operators may recommend changes or updates to 511 Operations Center SOP.
- 2.5 Monitor and evaluate operator performance, and coordinate with MTC staff on monthly audits.
- 2.6 Develop emergency staffing plans (as per Task 4).

511 System Operations

- 2.7 Collect and disseminate traveler information, both traffic and transit, through the 511.org website, 511 phone system, and 511 SF Bay Twitter account, in a manner that is accurate, consistent, and timely.
- 2.8 Use TRAMS and other content management tools, to review, enter, update, and publish traveler information. (*Within 5 minutes for manually created events.*)
- 2.9 Verify accuracy of the traveler information received via automated feeds into TRAMS, and edit as necessary before publishing. (*Within 1 minute for automated events.*)
- 2.10 Obtain supplemental information to further detail automated content and to make corrections to data, including jargon, duplicate information, and unclear information.
- 2.11 Check accuracy of newly published and existing information on 511 dissemination channels, including content and mapped location accuracy. (*Continually throughout the shift.*)
- 2.12 Coordinate with MTC, Caltrans, Transit Agencies and CHP staff to respond to current and future events, including major traffic and transit disruptions, and emergencies.
- 2.13 Respond promptly to issues and events escalated by MTC.
- 2.14 Monitor Partner Agency Traveler Information Sources, including agency websites, advisory emails, twitter feeds, and other identified sources/feeds. (*Continually throughout the shift.*)
- 2.15 Monitor radio, TV and websites related to traveler information. (*During peak commute/travel hours.*)
- 2.16 Research upcoming construction and special events that have a traveler impact. (*Daily.*)
- 2.17 Coordinate directly with Caltrans TMC Operators and CHP dispatch personnel to obtain updated information on incidents, and monitor systems to ensure updated information is being provided to users.
- 2.18 Prepare daily end of shift reports. (*Daily.*)
- 2.19 Follow procedures for elevation of issues during the shift, and notifications of ongoing issues at end of shift.

- 2.20 Implement automatic option for system monitoring when leaving the workstation or leaving the last shift.
- 2.21 Notify MTC Staff for all Level 1 High Profile Incidents, and follow procedures for Level 2 and Level 3 incidents (see Task 4).
- 2.22 Respond to major traffic/transit disruptions and emergencies, after hours as needed, during emergency events (see Task 4).
- 2.23 Participate in training needed for existing and new systems as they come online.

System Checks and Maintenance

- 2.24 Perform periodic system checks of the 511 website and 511 phone to ensure the 511 dissemination channels are functional and the information is accurate. (*Every ½ hour*)
- 2.25 Document system deficiencies, failures and anomalies and notify the 511 System Integrator, Operations Management, and MTC staff.
- 2.26 Generate Performance and Event Reports as requested by Operations Management and MTC staff.

Coordination

- 2.27 Coordinate with Operations Management and MTC staff in responding to monthly performance audits.
- 2.28 Coordinate directly with the TRO staff to obtain and report, via 511 dissemination channels, events that impact express lane operations, such as power outages, accidents, and system failures.
- 2.29 Coordinate with the 511 System Integrator consultant (Iteris) on TRAMS and related hardware/software needs.
- 2.30 Coordinate with other 511 contractors as needed.
- 2.31 Coordinate with MTC staff to respond to planned and unplanned events, including major traffic and transit disruptions, and emergencies.
- 2.32 Respond promptly and professionally to issues and events escalated by MTC.

Task 2 Deliverables:

- 1. Management of the 511 Operations Center.
- 2. Accurate, timely traveler information made available to 511 dissemination channels, during Operator hours.
- 3. Daily end of shift reports.
- 4. Reports on 511 usage, events impacting the transportation system monthly performance audits, maintain 511 historical reports.
- 5. Report template.
- 6. Document system malfunctions, outages.
- 7. Status reports on 511/traveler information during major events.

Task 3. Express Lanes Network Operations

General

- 3.1 Ensure compliance with the Express Lanes roadway operational objectives.

- 3.2 Provide support to all relevant parties during system malfunctions and other escalated events per SOP.
- 3.3 Manage EL Operations staff – hire, remove, discipline, schedule, train, and provide them the necessary tools and instructions to operate efficiently.
- 3.4 Coordinate with CHP, Caltrans Maintenance, TMC Operations, BAIFA and consultant staff during special events or when required.
- 3.5 Modify and update SOPs for Express Lanes functions as necessary and provide lessons learned for planning purposes for the rollout of TCS updates and new express lane corridors (e.g., I-880).
- 3.6 Monitor and evaluate operator performance, and coordinate with MTC staff on monthly audits
- 3.7 Develop emergency staffing plans (see Task 4).
- 3.8 Ensure operations staff coverage during planned and unplanned operator absences.

Toll Roadway Operations

- 3.9 Field real-time traffic and toll rate inquiries by others, e.g. BAIFA management, RCSC.
- 3.10 Coordinate with CHP on requests to change display messaging and system operations (e.g. displaying and placing system into, “HOV-Only”), planned lane closures, special events and other field coordination activities. (*Respond to CHP notifications within five minutes during active monitoring hours.*)
- 3.11 Coordinate with Caltrans’ incident management response and clearance, communicating changes, per Standard Operating Procedures (SOPs), that could impact general purpose lane operations, including planned lane closures. (*Respond to Caltrans notifications within five minutes during active monitoring hours.*)
- 3.12 Monitor toll rates, roadway and traffic conditions, and dynamic pricing using system tools, CCTV feeds, toll system real-time operator dashboard, CHP CAD, 511, and Caltrans Sig Alerts.
- 3.13 Perform rate adjustments and manual pricing overrides per SOP.
- 3.14 Traffic incident response: Perform manual overrides and change VTMS signs as appropriate. (*Post updates within five minutes of incident identification during active monitoring hours.*)
- 3.15 Coordinate Express Lanes and 511 Operations; ensure that traveler information on Express Lanes signage is accurate (VTMS incident notification).
- 3.16 Monitor TCS maintenance alerts and report any issues to the appropriate party (BAIFA TSO, TSI maintenance, Backhaul Network Monitoring, etc.).
- 3.17 Assist with TCS troubleshooting and diagnostics.
- 3.18 Fulfill other duties, as will be defined in the SOP.

System Checks and Maintenance

- 3.19 Monitor TCS maintenance alerts and report any issues to the appropriate party per the SOPs (BAIFA, TSI maintenance, BATA, etc.). The system should have already alerted most parties. The express lanes operators will act as a back-up for notification. (*Inform relevant parties within five minutes of alerts for major incidents, and within 30 minutes for minor incidents.*)
- 3.20 Monitor performance on non-TCS roadside maintenance activities by Caltrans or MTC contractor on EL corridors to ensure no impacts to EL operations, eg sweeping, litter pickup, etc.. Coordinate with MTC maintenance staff if issues persist.
- 3.21 See “Data Analysis” section below, on documentation and reporting of TCS maintenance issues.

Coordination

- 3.22 Support reconciliation and audit activities conducted by BATA Finance, e.g. deployment of portable Digital Video Audit System (DVAS), as necessary.
- 3.23 Research irregularities in TCS trip building, image processing, and toll rate assignment as needed for auditing or analysis by BATA Finance.
- 3.24 Assist with planning for future TCS improvements for roadway operations and for future EL corridor additions to operations, e.g. reports, TCS enhancements and configuration settings.
- 3.25 Monitor various TCS alerts to ensure transactions and tag statuses are properly transmitted to the RCSC. Alert appropriate staff, when needed, as per the SOP.
- 3.26 Assist with TCS data analyses/research questions from RCSC. (*Respond to RCSC inquiries within one business day.*)
- 3.27 Manage user requests for TCS login credentials.

Data Analysis

- 3.28 Create trend analyses for daily operations and prepare incident summaries.
- 3.29 Review and approve TSI performance monitoring reports, including penalty calculation, and ensure compliance with TSI contract performance measures, including field maintenance activities such as response and repair times.
- 3.30 Create TSI performance monitoring trend analysis.
- 3.31 Recommend TSI performance monitoring report approval.
- 3.32 Review and recommend approval of TSI’s annual performance audit of the TCS.
- 3.33 Coordinate data and analysis QA/QC, including verifying data accuracy and historical trends.
- 3.34 Verify historical rates are being updated and pushed out to the lane controller.

Task 3 Deliverables:

- 1. Review, comment on, and recommend updates to SOP, as necessary.
- 2. Prepare daily TRO operator shift report and incident logs.
- 3. Run, review and comment on toll rate and traffic reports.
- 4. Prepare weekly/monthly graphs and reports on toll rate and traffic conditions.

5. Report on research results to support periodic TCS audits conducted by BATA Finance, which may include historical toll rate analysis, trip building analysis, etc.
6. Provide responses to RCSC escalated customer inquiries and to Finance inquiries on toll rates and trip transactions.
7. Prepare Monthly TCS status summary report from TCS reports, shift reports, incident logs, historical trends in tolls and lane operations, maintenance activities, RCSC/Finance support, etc.
8. Provide, review and comment on TCS operational upgrades, as applicable.
9. Complete configuration change management forms, if applicable.
10. Review TSI performance monitoring summary report and ~20 supporting reports and provide written feedback and recommendations on approval of report and TSI invoice.
11. Provide written feedback and recommendations on approval for the TSI annual performance audit of the TCS.
12. Design/generate custom ad hoc reports, as needed.

Task 4. Emergency Operations (To Be Performed by OS Contractor After Notice to Proceed (NTP) is Issued)

511

511 is the premier resource for traveler information during emergency events that significantly impact travel in the Bay Area. MTC generally classifies events into 4 categories: Level 1 (Routine), Level 1 (High Profile), Level 2, and Level 3. The latter two event categories are considered emergency events. The OS Contractor will be required to provide staff coverage during Level 2, with EOC activation, and Level 3 emergency events, both planned and unplanned. Each event type is described below:

Level 1 (Routine) events occur on a daily or semi-regular basis and usually result in minor to moderate delays for travelers. Examples include:

- Temporary lane closures on large high traffic volume freeways (e.g. I-80, US-101, I-880) due to accidents.
- Transit delays of 20-30 min.

Level 1 (High Profile) events are those which have a significant traveler impact and/or significant media coverage, but its impacts are mostly localized. Examples include:

- Full closure of a roadway with high traffic volumes.
- Temporary bridge closures.
- Transit disruptions due to a medical emergency.

NOTE: Level 1 (Routine) and Level 1 (High Profile) events will be handled during regularly scheduled operation hours.

- Level 2 events are defined as incidents which cause significant disruptions in transportation service in a sub-region (e.g., the Peninsula, North Bay, etc.). Examples include: A full closure of a high traffic volume roadway without a reasonable alternate route such as the 2007 MacArthur Maze incident.
- Localized flooding or other storm damage.
- Moderate earthquakes, such as the Napa Earthquake.

- Transit agency-wide disruptions such as the 2013 BART system wide shutdown due to a software glitch.

Level 2 events may prompt the activation of the Caltrans and/or MTC Emergency Operations Center. It is possible that a traffic or a transit Level 2 events could trigger cascading effects on the opposite system. For example, roadway disruptions can affect bus service or an attack against a transit service could cause cautionary closures of bridges.

The OS Contractor shall respond to Level 2 Emergencies during overnight hours only when an EOC has been activated.

Level 3 events are catastrophic in nature and ultimately effect the entire bay area region. Examples include:

- High magnitude earthquakes, such as the 1989 Loma Prieta earthquake,
- Wide-spread regional flooding,
- Terrorist attacks,
- Nuclear accidents,
- Tsunamis, and
- Multiple transit agencies with full service disruptions.

Level 3 events always result in Caltrans and MTC EOC activation. A Level 3 Emergency will most likely affect both traffic and transit systems.

During emergency events (Level 2 & 3), with EOC activation, the OS Contractor will be required to:

1. Assist MTC with minimal notice and emergency response resources.
2. Develop/maintain an hourly emergency staffing plan with assigned personnel and responsibilities.
3. Coordinate with the 511 System integrator to implement emergency response tools, such as specialized emergency 511 IVR phone menus.
4. Coordinate with Caltrans, CHP and Transit Agencies for accurate information to disseminate through 511 dissemination channels, including social media.
5. Monitor 511 dissemination channels during emergencies.
6. Participate, if requested, in emergency coordination meetings with public agencies and other 511 and EL contractors.
7. Provide status/debrief/reports to agencies during and at the end of the incident.
8. Track and maintain records of all hours worked and costs associated with the emergency response effort.

Express Lanes

EL may also require emergency services to support activities outside of scheduled operations hours, as needed. Such activities include assessing the emergency impact to the TCS, determining appropriate actions for either continued operations or modified operations with emergency messaging posted on TCS signs, and consulting with MTC, BAIFA, Caltrans, and/or CHP for coordinated incident response.

Task 5. OS Contractor Support during Transitions

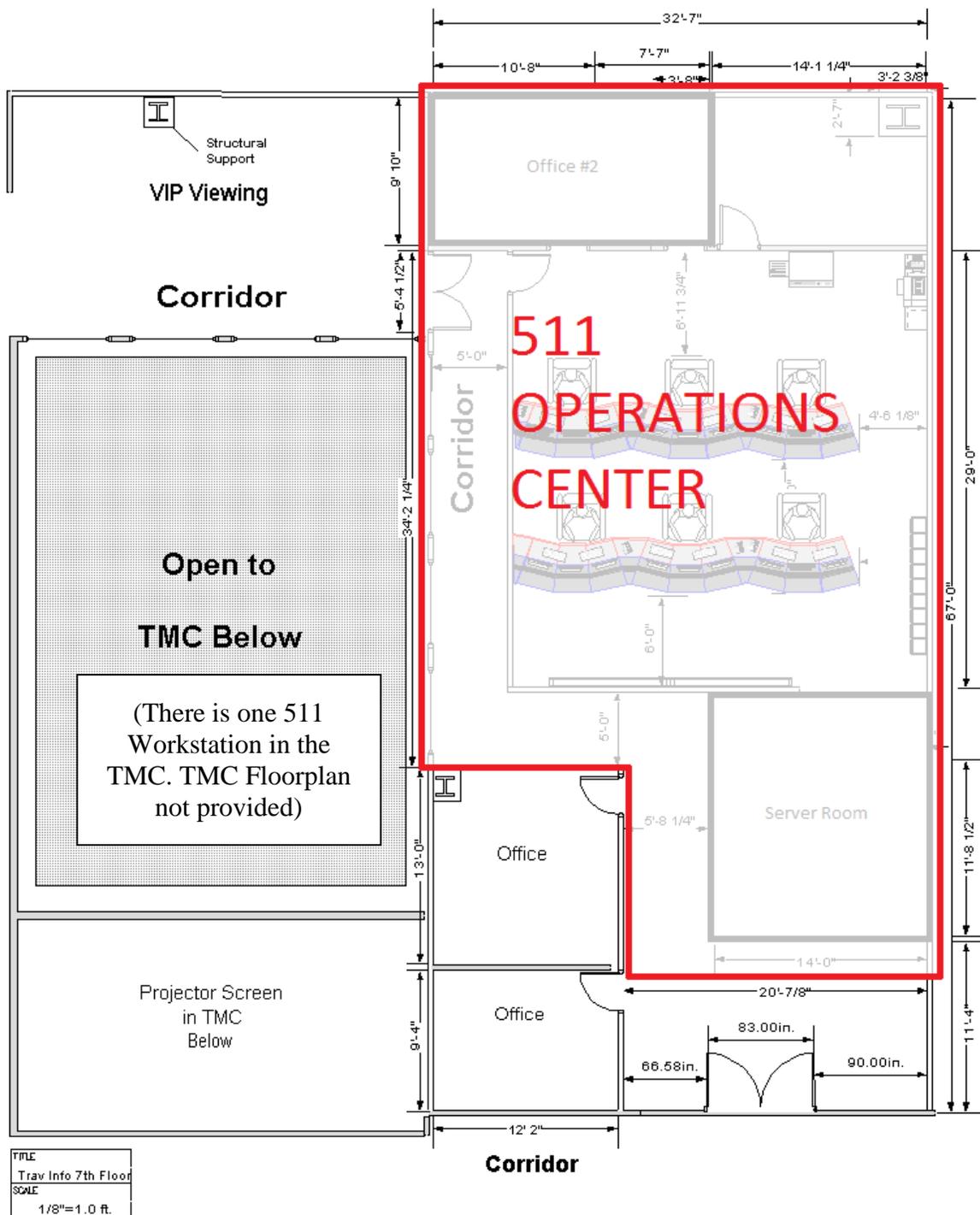
- 5.1 Update the project transition plan that was submitted as part of the proposal to finalize the steps to become completely familiar with the 511 and EL projects and to ensure smooth transfer of responsibilities from the prior Contractor to the new.
- 5.2 Coordinate with the existing 511 Contractor for up to three (3) months to transition project responsibilities at the start of the contract period and facilitate all necessary technical and procedural training. Transition may be shortened on approval by MTC, if MTC determines it can be conducted acceptably within a shorter time period.
- 5.3 Coordinate with MTC, 511 System Integrator, and others, as needed, on 511 tools and systems.
- 5.4 Coordinate with MTC and Toll System Integrator, and others, as needed, on EL tools and systems.
- 5.5 Conduct training and start independent operations of 511 and EL according to the schedule defined in III. B, Period of Performance.
- 5.6 Train MTC staff or others designated by MTC, as needed, to facilitate transition of any project responsibilities during the course of the project contract.
- 5.7 As requested by MTC, prepare a project transition plan six months before the end of the contract period detailing steps to successfully transition project responsibilities.
- 5.8 Work with future Contractor(s) for at least two (2) months to transition project responsibilities at the end of the contract period, including providing all necessary technical and procedural training.

Task 6. Additional OS Contractor Responsibilities

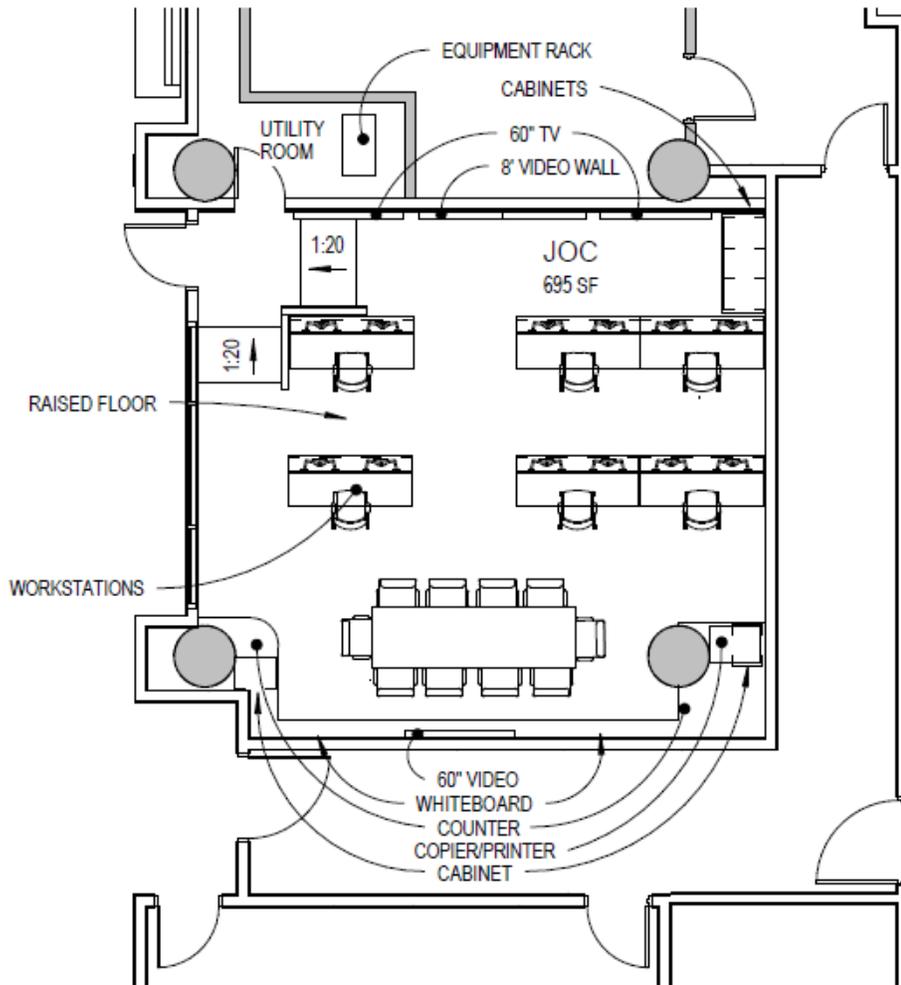
- 6.1 MTC may request additional services on an as-needed basis. All such services shall be authorized by contract amendment.
- 6.2 As described in Section I.B., the initial value of the contract resulting from this procurement will reflect toll roadway operations for MTC's EL scheduled to open within the initial contract term as shown in Table 1. The contract resulting from this procurement will allow the selected Contractor to perform toll roadway operations duties on behalf of MTC for other express lane corridors that may be implemented within the initial term (through an amendment) or approved contract extension, including both future corridors not authorized today and Bay Area Express Lanes implemented by other Bay Area operators, should MTC reach agreement with those operators.
- 6.3 Other Tasks and Special Projects (as requested by MTC).

APPENDIX B – OPERATIONS FACILITIES

1. 511 Operations Center



2. Regional Operations Center (EL Operations)



① NORTH VIDEO WALL- DOUBLE RAMP -
CENTER AISLE
1/8" = 1'-0"

APPENDIX C, COST AND PRICE ANALYSIS FORMS¹

¹ This document is available as an Excel spreadsheet by email upon request to Project Manager.

APPENDIX C-1 INSTRUCTIONS

Please refer to these instructions for filling out required cost forms.

Costs will be evaluated for 511 System Operations and Express Lanes Operations Scenario A. Express Lanes Operations Scenario B is required, but is not part of the evaluation.

Formulas are not provided; contractors are required to insert formulas.

The cost proposal files must be submitted in Excel (no .pdf), as well as hard-copy prints as part of the proposal submitted in this RFP.

C-2 Cost Summary

This form shall consolidate hours and costs per task from C-4, C-5 and C-6, and use rates identified in C-3.

Please identify the allocation of Project Manager time between the two programs. Please treat the EL tasks separately. PM Allocation should be identified for 511, and then

Identify for both EL Scenarios A and B. Please show PM Allocation of time (511 + EL Scenario A = 100%), (511 + EL Scenario B = 100%)

Indicate Not-To-Exceed (NTE) escalation percentages for future years (show as percentages for each year)

C-3 Rate Derivation and Summary

This form shall identify known staff if available. At a minimum, the Project Manager must be specifically identified by name.

Where the template shows "Person #1" etc., please update with either the specific name of proposed staff, or classification/title of proposed staff.

Add additional rows for staff as needed.

Escalation of staff rates is permitted, up to a maximum NTE of 2% per year, for the first four (4) years of the contract.

Rates on this form will be used as a basis for negotiating any contract extensions beyond the base period (through FY 19-20)

Rates on this form will be used to negotiate any contract amendments, such as staff needs for additional Express Lanes opening within the base period.

C-4 511 Cost Form

Using rates from C-3, input hours per task, per staff, per year.

Identify anticipated expenses (including pass-through costs).

Proposer must identify the Project Manager by name; additional proposed staff can be by name or by classification/title.

Provide a total cost for all 4 years on the form where indicated.

C-5 EL Cost Form - Scenario A

Using rates from C-3, input hours per task, per staff, per year.

Identify anticipated expenses (including pass-through costs).

Proposer must identify the Project Manager by name; additional proposed staff can be by name or by classification/title.

EL Scenario A will be the basis for the cost proposal evaluation.

Provide a total cost for all 4 years on the form where indicated.

C-6 EL Cost Form - Scenario B

Using rates from C-3, input hours per task, per staff, per year.

Identify anticipated expenses (including pass-through costs).

Proposer must identify the Project Manager by name; additional proposed staff can be by name or by classification/title.

Scenario B is required for information purposes only and will not be evaluated. MTC reserves the right to use the costs submitted

for Scenario B in the future if that staffing Scenario is requested.

Provide a total cost for all 4 years on the form where indicated.

C7 Cost Price Analysis

This is a required form.

Proposer must provide a separate form for each program for each fiscal year.

The total for the forms (Row 100 E) should match the cost summary totals for 511 and EL Scenario A on Form C-2

**APPENDIX C-2
COST ALLOCATION AND PRICING SUMMARY**

Project Elements	Year 1 - FY 15-16			Year 2 - FY 16-17			Year 3 - FY 17-18			Year 4 - FY 18-19			Year 5 - FY 19-20		
	Hours	Cost	% PM Allocation												
511 Operations															
Task 1 - Project Mgmt & Administration															
Task 2 - 511 Operations															
Task 5 - Contractor Transition															
511 Costs (incl. Emergency Operations)															
<i>Subtotal 511 Operations</i>															
EL Operations - Scenario A															
Task 1 - Project Mgmt & Administration															
Task 3 - EL Operations															
Task 5 - Contractor Transition															
EL Costs (incl. Emergency Operations)															
<i>Subtotal EL Scenario A Operations</i>															
EL Operations - Scenario B															
Task 1 - Project Mgmt & Administration															
Task 3 - EL Operations															
Task 5 - Contractor Transition															
EL Expenses (incl. Emergency Operations)															
<i>Subtotal EL Scenario B Operations</i>															
Cost Summary Totals															
511 and EL Scenario A															
511 and EL Scenario B															

Not-to-Exceed Escalation Percentage for future years (show as percentage)	
Year	Percentage
FY20-21	
FY21-22	
FY22-23	
FY23-24	

**APPENDIX C-3
RATE BREAKDOWN**

Name/Classification	Contract Year	Actual Hourly Rate and/or Average Hourly Rate	Fringe Benefit/Labor Overhead %	G&A %	Fee Profit %	Fully Burdened Rate	Fully Burdened Overtime Rate	Effective of Hourly Dates Rate		Escalation Increase Limited to 2% (applied to subsequent year)
								From:	To:	
Project Manager	Year 1 (03/1/2016 - 06/30/16)									
	Year 2 (07/01/16 - 06/30/17)									
	Year 3 (07/01/17 - 06/30/18)									
	Year 4 (07/01/18 - 06/30/19)									
	Year 5 (07/01/19 - 06/30/20)									
Person #1	Year 1 (03/1/2016 - 06/30/16)									
	Year 2 (07/01/16 - 06/30/17)									
	Year 3 (07/01/17 - 06/30/18)									
	Year 4 (07/01/18 - 06/30/19)									
	Year 5 (07/01/19 - 06/30/20)									
Person #2	Year 1 (03/1/2016 - 06/30/16)									
	Year 2 (07/01/16 - 06/30/17)									
	Year 3 (07/01/17 - 06/30/18)									
	Year 4 (07/01/18 - 06/30/19)									
	Year 5 (07/01/19 - 06/30/20)									

NOTES:

1. For all key team members that are listed on the Proposer's Organization Chart, list the name and corresponding job classification. For all other employees (i.e. support staff/non-professional) list only the job classification. Teams members subject to FLSA are not eligible for overtime.
2. For named employees enter the actual hourly rate. For classifications only, list the average hourly rate for that classification.
3. Note any employees/classifications that are subject to prevailing wage requirements with an asterisk (*).
4. Form above contains no formulas; Proposers may enter formulas as appropriate to complete the table.

**APPENDIX C-4
511 OPERATIONS**

Staff	Proposed Staff Name	FY 15-16			FY 16-17			FY 17-18			FY 18-19			FY 19-20		
		Hourly Rate	Annual Hours	Annual Cost	Hourly Rate	Annual Hours	Annual Cost	Hourly Rate	Annual Hours	Annual Cost	Hourly Rate	Annual Hours	Annual Cost	Hourly Rate	Annual Hours	Annual Cost
Project Manager - must identify name																
Task 1 - Project Mgmt Administration																
Task 2 - 511 Operations																
Task 5 - Transition Support																
511 Supervisory Functions																
Task 2 - 511 Operations																
Task 5 - Transition Support																
511 Operations Functions																
Task 2 - 511 Operations																
Task 5 - Transition Support																
511 Operations Functions																
Task 2 - 511 Operations																
Task 5 - Transition Support																
Add Additional Rows if Needed																
Additional Staff																
Enter Title/Function																
Enter Title/Function																
Enter Title/Function																
511 Staff Hours and Labor Costs Subtotal																
Emergency Operations (Task 4)							94,000.00			0			0			108,000.00
Non-Labor Costs																
Pass Through Costs				17,000.00			51,000.00			52,000.00			53,000.00			54,000.00
Other 511 costs (identify)																
Non-Labor Costs Subtotal																
Total 511 Annual Hours and Costs															TOTAL	

511 Direct Expenses includes Pass-Through Costs identified in Table 4

**APPENDIX C-6
EXPRESS LANES SCENARIO B**

Staff	Proposed Staff Name	FY 15-16			FY 16-17			FY 17-FY18			FY 18-19			FY 19-20		
		Hourly Rate	Annual Hours	Annual Cost	Hourly Rate	Annual Hours	Annual Cost	Hourly Rate	Annual Hours	Annual Cost	Hourly Rate	Annual Hours	Annual Cost	Hourly Rate	Annual Hours	Annual Cost
Project Manager - must identify name																
Task 1 - Project Mgmt Administration																
Task 3 - EL Operations																
Task 5 - Transition Support																
EL Supervisory Functions																
Task 3 - EL Operations																
Task 5 - Transition Support																
EL Data Analysis Functions																
Task 3 - EL Operations																
Task 5 - Transition Support																
EL Operations Functions																
Task 3 - EL Operations																
Task 5 - Transition Support																
Additional Staff																
Enter Title/Function																
Enter Title/Function																
Enter Title/Function																
EL Scenario B Annual Labor Subtotal																
Emergency Operations (Task 4)																
Non-Labor Costs																
EL Direct Costs (Supplies)																
Other Costs (identify)																
Non-Labor Cost Subtotal																
Scenario B																
Annual EL Hours and Costs																
													TOTAL			

EL Direct Expenses includes ROC Supplies identified in Table 4

CERTIFICATE

The labor rates and the overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Bidder represents: (a) that he__has, __has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure his contract, and (b) that he__has, __has not, paid or agreed to pay to any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer.

For interpretation of the representation including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.

NO. OF CONTRACTOR EMPLOYEES: <input type="checkbox"/> 500 AND UNDER <input type="checkbox"/> OVER 500 <input type="checkbox"/> OVER 750 <input type="checkbox"/> OVER 1,000		STATE INCORPORATED IN:
DATE	SIGNATURE AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR	

APPENDIX D, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Dave Cortese, Chair	Dorene M. Giacomini	Julie Pierce
Jake Mackenzie, Vice Chair	Federal D. Glover	Bijan Sartipi
Alicia C. Aguirre	Scott Haggerty	Libby Schaaf
Tom Azumbrado	Anne W. Halsted	James P. Spring
Jason Baker	Steve Kinsey	Adrienne J. Tissier
Tom Bates	Sam Liccardo	Scott Wiener
David Campos	Mark Luce	Amy Rein Worth

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

YES NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

YES NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX E, MTC STANDARD CONSULTANT CONTRACT

PROFESSIONAL SERVICES AGREEMENT

Between METROPOLITAN TRANSPORTATION COMMISSION

And INSERT NAME OF OS CONTRACTOR

For 511 TRAVELER INFORMATION AND EXPRESS LANES OPERATIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is made and entered into as of the xx day of Month, 2016, by and between the Metropolitan Transportation Commission (herein called “MTC”), a regional transportation planning agency established pursuant to California Government Code § 66500., and INSERT NAME OF OS CONTRACTOR, (herein called “OS CONTRACTOR”), a **PICK ONE OF THE FOLLOWING:** partnership, _____ [state of incorporation] corporation/ nonprofit corporation/joint venture organized under the laws of the State of _____.

RECITALS

WHEREAS, MTC intends to provide staffing services for operation of the 511 Traveler Information System and Bay Area Express Lanes (herein called the “Project”); and

WHEREAS, the services required for the Project cannot be performed satisfactorily by the officers and employees of MTC; and

WHEREAS, the parties hereto now wish to enter into this Agreement pursuant to which OS CONTRACTOR will render professional services in connection with the Project as hereinafter provided;

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

OS CONTRACTOR’s services are described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference. OS CONTRACTOR agrees to perform or secure the performance of all specified services within the maximum payment specified in Article 3, subject to the prior written approval of a work plan by Sarah Burnworth, (herein called “MTC Project Manager”). The MTC Project Manager is responsible for communication with OS CONTRACTOR and the administration of this Agreement. MTC’s Executive Director or designated representative may substitute a new MTC Project Manager by written notice to OS CONTRACTOR.

OS CONTRACTOR’s point of contact and the individual authorized to communicate to MTC on behalf of OS CONTRACTOR is **INSERT NAME OF OS CONTRACTOR’S PROJECT**

MANAGER (“OS CONTRACTOR Project Manager”). A change in the OS CONTRACTOR Project Manager requires MTC’s prior written approval.

In the performance of its services, OS CONTRACTOR represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and OS CONTRACTOR represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

1.1 PROGRESS REPORTS

OS CONTRACTOR shall provide MTC with monthly progress reports according to the schedule and form approved by the MTC Project Manager.

1.2 SUBMISSION OF CONTRACT DOCUMENTS

To the extent requested by the MTC Project Manager, OS CONTRACTOR shall submit communications and required documentation, including but not limited to invoices, requests for contract modifications, and information on payments received and made to subconsultants, subconsultant utilization, and if applicable, certified payrolls, to the MTC PROJECT MANAGER or his or her designee via a one or more web-based systems designated by MTC to which MTC will provide OS CONTRACTOR with system access. MTC may withhold payment of invoices pending receipt of such communications and required documentation via the applicable web-based system.

2. CONTRACT TERM

The term of this Agreement begins October 2, 2015 and ends June 30, 2020, unless earlier terminated pursuant to Article 6 and subject to any changes approved in writing by MTC. Such Term may be extended, by mutual consent of the parties and based upon written agreement as to contract terms (including price), up to four additional years in increments of MTC’s choosing, as provided in the Project RFP. Authorization of Work under the Agreement is subject to Article 2.5.

3. COMPENSATION AND METHOD OF PAYMENT

Subject to duly executed amendments, MTC will pay OS CONTRACTOR for its services as described in Attachment A, Scope of Work, a total amount, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subconsultants’ costs (including mark-up), travel, equipment, materials and supplies, expenses and any fixed fee, not to exceed [**SPELL OUT AMOUNT IN WHOLE DOLLARS (\$_____)**] (“Maximum Payment”). MTC shall make payments to OS CONTRACTOR

in accordance with the provisions described in Attachment C, Compensation and Method of Payment, attached hereto and incorporated herein by this reference.

All invoices shall be submitted electronically via email to MTC at acctpay@mtc.ca.gov or in writing to:

Attention: Accounting Section
[Metropolitan Transportation Commission](#)
Joseph P. Bort MetroCenter
101 - 8th Street
Oakland, CA 94607-4700

Payment shall be made by MTC within thirty (30) days of receipt of an acceptable invoice, approved by the MTC Project Manager or a designated representative.

4. KEY PERSONNEL

The key personnel to be assigned to this work by OS CONTRACTOR and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Attachment D, Key Personnel Assignments, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Attachment D or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the MTC Project Manager or a designee. OS CONTRACTOR shall maintain records documenting compliance with this Article, and such records shall be subject to the audit requirements of Article 15. OS CONTRACTOR agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. MTC reserves the right to direct removal of any individual, including key personnel, assigned to this work.

5. AMENDMENTS

MTC reserves the right to request changes in the services to be performed by OS CONTRACTOR. All such changes shall be incorporated in written amendments that specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the Executive Director or a designated representative and OS CONTRACTOR and specifically identified as amendments to the Agreement. The MTC Project Manager is not a designated representative, for purposes of approving an amendment.

6. TERMINATION

A. Termination for Convenience. MTC may terminate this Agreement for convenience, in whole or in part, at any time by written notice to OS CONTRACTOR. Upon receipt of notice of

termination, OS CONTRACTOR shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to MTC. OS CONTRACTOR shall be reimbursed for costs incurred for incomplete deliverables up to the time of termination and a reasonable profit not to exceed 1%, plus reasonable termination costs, not to exceed the amount payable for such deliverables. If OS CONTRACTOR has any property in its possession belonging to MTC, OS CONTRACTOR will account for the same, and dispose of it in the manner MTC directs. Except as provided above, MTC shall not in any manner be liable for OS CONTRACTOR's actual or projected lost profits had OS CONTRACTOR completed the services required by this Agreement.

B. Termination for Default. If OS CONTRACTOR does not deliver the work products specified in this Agreement in accordance with the delivery schedule or fails to perform in the manner called for in the Agreement, or if OS CONTRACTOR fails to comply with any other material provision of the Agreement, MTC may terminate this Agreement for default. Termination shall be effected by serving a fifteen (15) day advance written notice of termination on OS CONTRACTOR, setting forth the manner in which OS CONTRACTOR is in default. If OS CONTRACTOR does not cure the breach or describe to MTC's satisfaction a plan for curing the breach within the fifteen (15) day period, MTC may terminate the Agreement for default. In the event of such termination for default, OS CONTRACTOR will be entitled to be reimbursed only for work performed in full compliance with the contract requirements as follows: OS CONTRACTOR shall be paid for hours worked and reimbursed for authorized expenses, not to exceed the maximum amount payable for the terminated work. Such reimbursement will be offset by any costs incurred by MTC to complete work required under the Agreement. In no event shall MTC be required to reimburse OS CONTRACTOR for any costs incurred for work causing or contributing to the default. If OS CONTRACTOR has any property in its possession belonging to MTC, OS CONTRACTOR will account for the same, and dispose of it in the manner MTC directs. MTC shall not in any manner be liable for OS CONTRACTOR's actual or projected lost profits had OS CONTRACTOR completed the services required by this Agreement.

C. If it is determined by MTC that OS CONTRACTOR's failure to perform resulted from unforeseeable causes beyond the control of OS CONTRACTOR, such as a strike, fire, flood, earthquake or other event that is not the fault of, or is beyond the control of OS CONTRACTOR, MTC, after setting up a new delivery or performance schedule, may allow OS CONTRACTOR to continue work, or treat the termination as a termination for convenience.

7. INSURANCE AND FINANCIAL SECURITY REQUIREMENTS

OS CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times for the duration of this Agreement the types of insurance and financial security listed in Attachment E,

Insurance and Financial Security (Bond) Provisions, attached hereto and incorporated herein, against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement. All insurance must be placed with insurers with a Best's rating of A-VIII or better.

8. INDEPENDENT CONTRACTOR

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

9. INDEMNIFICATION

To the maximum extent permitted by law, OS CONTRACTOR shall indemnify, keep and hold harmless MTC and those entities (if any) identified as additional insureds in Attachment E, Insurance and Financial Security (Bond) Provisions, and their commissioners, directors, officers, agents, and employees ("MTC Indemnified Parties") against any and all demands, claims, suits or actions arising out of any of the following:

Any injury or death to persons or property or pecuniary, financial or economic losses that may occur, or that may be alleged to have occurred, caused by any breach of the Agreement or negligent act or omission or willful misconduct of OS CONTRACTOR or its officers, employees, subconsultants or agents or any of them, arising from, under or in connection with this Agreement;
or

Any allegation that materials or services provided by OS CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

OS CONTRACTOR further agrees to defend any and all such claims, actions, suits or other legal proceedings and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered against any of the MTC Indemnified Parties, OS CONTRACTOR shall, at its expense, satisfy and discharge the same.

The provisions set forth in this Article are intended to be applied to the fullest extent allowed under the law and, if any portion of it is found to be void or unenforceable, the remainder is to be

severable and enforceable. This indemnification shall survive termination or expiration of this Agreement.

10. DATA TO BE FURNISHED BY MTC

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials (“MTC Data”) made available to OS CONTRACTOR by MTC for use by OS CONTRACTOR in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by OS CONTRACTOR’s use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by OS CONTRACTOR in the context of the Project shall be the property of MTC and subject to the provisions of Article 11.

10.1 PERSONALLY IDENTIFIABLE INFORMATION

OS CONTRACTOR agrees to comply with the special provisions related to the access and protection of personally identifiable information set forth in Attachment F, Special Conditions Regarding Personally Identifiable Information, attached hereto and incorporated herein by this reference.

11. OWNERSHIP OF WORK PRODUCTS

All drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products (“Work Products”) prepared or assembled and furnished to MTC by OS CONTRACTOR or its subconsultants pursuant to this Agreement shall be and are the property of MTC. MTC shall be entitled to copies and access to these materials during the progress of the work. Any such materials remaining in the hands of OS CONTRACTOR or in the hands of any subconsultant upon completion or termination of the work shall be immediately delivered to MTC. OS CONTRACTOR hereby assigns to MTC ownership of any and all rights, title and interest in and to such Work Products, including ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product. OS CONTRACTOR also agrees to execute all papers necessary for MTC to perfect its ownership of the rights in the Work Product. Notwithstanding the above, “Work Products” are not intended nor shall they be construed to include OS CONTRACTOR’s pre-existing intellectual property secured, developed, written, or produced by OS CONTRACTOR prior to the execution of this Agreement or developed concurrently with this Agreement but not specifically for this Agreement; OS CONTRACTOR shall retain all right, title and interest in any such pre-existing intellectual property.

OS CONTRACTOR shall be responsible for the preservation of any and all such Work Products prior to transmittal to MTC, and OS CONTRACTOR shall replace any such Work Products as are lost, destroyed, or damaged while in its possession without additional cost to MTC.

OS CONTRACTOR represents and warrants that all materials prepared under this Agreement are original or developed from materials in the public domain (or both) and that all materials prepared under and services provided under this Agreement do not infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

12. SUBCONTRACTS

[FOR AGREEMENTS WITH SUBCONSULTANTS AT OUTSET]

A. Subconsultants approved by MTC for subcontract work under this Agreement are listed in Attachment G, Subconsultant List, attached hereto and incorporated herein by this reference. Any subconsultants must be engaged under written contract with OS CONTRACTOR with provisions allowing OS CONTRACTOR to comply with all requirements of this Agreement, including without limitation Article 11, OWNERSHIP OF WORK PRODUCTS. Failure of a subconsultant to provide insurance in accordance with Article 7, INSURANCE REQUIREMENTS, shall be at the risk of OS CONTRACTOR. Any substitution of subconsultants listed in Attachment G must be approved in writing by MTC's Project Manager in advance of assigning work to a substitute subconsultant.

[FOR AGREEMENTS WITH NO SUBCONSULTANTS AT OUTSET]

A. No subconsultants are currently approved by MTC for work under this Agreement. In advance of the assignment of any work to a subconsultant, such subconsultant must be approved in writing by the MTC Project Manager and engaged under written contract with OS CONTRACTOR with provisions allowing OS CONTRACTOR to comply with all requirements of this Agreement, including without limitation Article 11, OWNERSHIP OF WORK PRODUCTS. Failure of a subconsultant to provide insurance in accordance with Article 7, INSURANCE REQUIREMENTS, shall be at the risk of OS CONTRACTOR.

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

C. Applicable provisions of this Agreement shall be included in any subcontract or subconsultant agreement in excess of \$25,000 entered into under of this Agreement.

13. ASSIGNMENT OF AGREEMENT

OS CONTRACTOR shall not assign this Agreement, or any part hereof without prior express written consent of the MTC Project Manager or a designated representative, and any attempt thereat shall be void and unenforceable.

14. RECORDS

OS CONTRACTOR agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. OS CONTRACTOR further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer. Any conflicting language regarding retention of records contained in Attachment H, Federally-Required Clauses, shall supersede this Article.

15. AUDITS

OS CONTRACTOR shall permit MTC and MTC's authorized representatives to have access to OS CONTRACTOR's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Article 14. OS CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time.

OS CONTRACTOR further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subconsultant agrees that MTC or any of MTC's duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subconsultant for the term specified above. Any conflicting language regarding audits contained in Attachment H, Federally-Required Clauses, shall supersede this Article.

16. NOTICES

Except for invoices submitted by OS CONTRACTOR pursuant to Article 3, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, emailed, or faxed to such party at their respective addresses as follows:

To MTC:

Attention: **Sarah Burnworth**
Metropolitan Transportation Commission
101 - 8th Street

Oakland, CA 94607-4700
Email: sburnworth@mtc.ca.gov
Fax: (510)817-5848

To OS CONTRACTOR: Attention: **Insert Name of Appropriate Person**
OS CONTRACTOR's name
OS CONTRACTOR's address
OS CONTRACTOR's address
Email: X
Fax: X

17. SOLICITATION OF CONTRACT

OS CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for OS CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for OS CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MTC shall have the right to terminate the Agreement without liability or, at its discretion, the right to deduct from OS CONTRACTOR's maximum payment the full amount of such fee, commission, percentage, brokerage fee, gift or contingent consideration.

18. PROHIBITED INTERESTS

OS CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree or have the potential of conflicting with the performance of services required under the Agreement or the impartial rendering of assistance or advice to MTC. OS CONTRACTOR further covenants that in the performance of the Agreement no person having any such interest shall be employed.

No member, officer, employee or agent of MTC, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, *et seq.* and 87100 *et seq.*, direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, OS CONTRACTOR further covenants that it has made a complete disclosure to MTC of all facts of which OS CONTRACTOR is aware upon due inquiry bearing upon any possible interest, direct or indirect, that it believes any member, officer, agent or employee of MTC (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC.

18.1 ORGANIZATIONAL CONFLICTS OF INTEREST

OS CONTRACTOR shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to MTC; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Agreement.

OS CONTRACTOR shall not engage the services of any subconsultant or independent contractor on any work related to this Agreement if the subconsultant or independent contractor, or any employee of the subconsultant or independent contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement OS CONTRACTOR becomes aware of an organizational conflict of interest in connection with the work performed hereunder, OS CONTRACTOR shall immediately provide MTC with written notice of the facts and circumstances giving rise to this organizational conflict of interest. OS CONTRACTOR's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, MTC becomes aware of an organizational conflict of interest in connection with OS CONTRACTOR's performance of the work hereunder, MTC shall similarly notify OS CONTRACTOR. In the event a conflict is presented, whether disclosed by OS CONTRACTOR or discovered by MTC, MTC will consider the conflict presented and any alternatives proposed and meet with OS CONTRACTOR to determine an appropriate course of action. MTC's determination as to the manner in which to address the conflict shall be final.

Failure to comply with this section may subject OS CONTRACTOR to damages incurred by MTC in addressing organizational conflicts that arise out of work performed by OS CONTRACTOR, or to termination of this Agreement for breach.

19. LAWS AND REGULATIONS

OS CONTRACTOR shall comply with any and all applicable laws, statutes, ordinances, rules, regulations, and procedural requirements of any national, state, or local government, and of any agency of any such government, including but not limited to MTC, that relate to or in any manner affect the performance of the Agreement. Those laws, statutes, ordinances, rules, regulations and procedural requirements that are imposed on MTC as a recipient of federal or state funds are hereby in turn imposed on OS CONTRACTOR. Attachment H, Federally Required Clauses, and its parts,

and Attachment I, State Required Clauses, and its parts, are attached hereto and incorporated herein by this reference.

19.1 PROHIBITION ON USING CHP INFORMATION

In addition to the restrictions on use and disclosure of Confidential Information set forth in Article 11.3, CONTRACTOR is prohibited from disclosing, broadcasting or otherwise using Confidential Information received directly from the California Highway Patrol (“CHP”) and not through MTC. Willful disclosure of such information or disclosure resulting from the gross negligence of Contractor shall result in the imposition of a monetary fine in the amount of \$25,000 for the first occurrence and \$50,000 for any occurrence thereafter. The designation of information as Confidential shall be solely the prerogative of CHP.

19.2 MTC’s RIGHT TO SITE ACCESS

MTC will have the right to full access to the 511 Operations Center and Regional Operations Center and all other equipment locations (i.e. hosting facilities) at all times during the performance of this Agreement and any extensions thereof.

19.3 COMPLIANCE WITH COOPERATIVE AGREEMENTS

Contractor shall comply with all applicable terms of the following Cooperative Agreements between MTC and the California Department of Transportation: District Agreement No. 4-2562, as amended, for 511 Operations Center, which are hereby incorporated by this reference as though set forth in full. *(Note – this agreement is expected to be executed in November 2015. This agreement will be made available to OS Contractor once it is fully executed)*

20. CLAIMS OR DISPUTES

OS CONTRACTOR shall be solely responsible for providing timely written notice to MTC of any claims for additional compensation and/or time in accordance with the provisions of the Agreement. It is MTC’s intent to investigate and attempt to resolve any OS CONTRACTOR claims before OS CONTRACTOR has performed any disputed work. Therefore, OS CONTRACTOR’s failure to provide timely notice shall constitute a waiver of OS CONTRACTOR’s claims for additional compensation and/or time.

OS CONTRACTOR shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by MTC, or the failure or refusal to issue a modification, or the happening of any event, thing, or occurrence, unless it has given MTC due written notice of a potential claim. The potential claim shall set forth the reasons for which OS CONTRACTOR

believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

Such notice shall be given to MTC prior to the time that OS CONTRACTOR has started performance of the work giving rise to the potential claim for additional compensation.

If there is a dispute over any claim, OS CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by MTC, and shall be governed by all applicable provisions of the Agreement. OS CONTRACTOR shall maintain cost records of all work that is the basis of any dispute.

If an agreement can be reached that resolves OS CONTRACTOR's claim, the parties will execute an Agreement modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to OS CONTRACTOR's claim, they may choose to pursue dispute resolution pursuant to Article 24, DISPUTE RESOLUTION, or MTC may terminate the Agreement.

21. REMEDIES FOR BREACH

In the event OS CONTRACTOR fails to comply with the requirements of the Agreement in any way, MTC reserves the right to implement administrative remedies that may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by MTC or OS CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

22. TEMPORARY SUSPENSION OF WORK

MTC, in its sole discretion, reserves the right to stop or suspend all or any portion of the work for such period as MTC may deem necessary. The suspension may be due to the failure on the part of OS CONTRACTOR to carry out orders given or to perform any provision of the Agreement or to factors that are not the responsibility of OS CONTRACTOR. OS CONTRACTOR shall comply immediately with the written order of MTC to suspend the work wholly or in part. The suspended work shall be resumed when OS CONTRACTOR is provided with written direction from MTC to resume the work.

If the suspension is due to OS CONTRACTOR's failure to perform work or carry out its responsibilities in accordance with this Agreement, or other action or omission on the part of OS

CONTRACTOR, all costs shall be at OS CONTRACTOR's expense and no schedule extensions will be provided by MTC.

In the event of a suspension of the work, OS CONTRACTOR shall not be relieved of OS CONTRACTOR's responsibilities under this Agreement, except the obligations to perform the work that MTC has specifically directed OS CONTRACTOR to suspend under this section.

If the suspension is not the responsibility of OS CONTRACTOR, suspension of all or any portion of the work under this Section may entitle OS CONTRACTOR to compensation and/or schedule extensions subject to the Agreement requirements.

23. WARRANTY OF SERVICES

A. In the performance of its services, OS CONTRACTOR represents and warrants that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

B. In the event that any services provided by OS CONTRACTOR hereunder are deficient because of OS CONTRACTOR's or a subconsultant's failure to perform said services in accordance with the warranty standards set forth above, MTC shall report such deficiencies in writing to OS CONTRACTOR within a reasonable time. MTC thereafter shall have:

1. The right to have OS CONTRACTOR re-perform such services at OS CONTRACTOR's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from OS CONTRACTOR if within 30 days after written notice to OS CONTRACTOR requiring such re-performance, OS CONTRACTOR fails to give satisfactory evidence to MTC that it has undertaken said re-performance; or
3. The right to terminate the Agreement for default.

OS CONTRACTOR shall be responsible for all errors and omissions and is expected to pay for all deficient work as a result of errors and omissions.

24. DISPUTE RESOLUTION

A. Informal Resolution of Disputes. OS CONTRACTOR and MTC shall use good faith efforts to resolve all disputes informally at the project manager level. In the event such efforts are unsuccessful, either party may request that MTC provide a written determination as to the proposed resolution of the dispute. Within twenty-one (21) calendar days of the request, the MTC Project Manager shall provide a written determination as to the dispute, including the basis for his or her decision. Upon OS CONTRACTOR's written acceptance of the MTC Project Manager's determination, the Agreement may be modified and the determination implemented or, failing

agreement, MTC may in its sole discretion pay such amounts and/or revise the time for performance in accordance with the MTC Project Manager's determination.

If the MTC Project Manager's determination is not accepted by OS CONTRACTOR, the matter shall promptly be referred to senior executives of the parties having designated authority to settle the dispute. The senior executives will exchange memoranda stating the issues in dispute and their respective positions and then meet for negotiations at a mutually agreed time and place. If the matter has not been resolved within thirty (30) calendar days of commencement of senior management negotiations, the parties may mutually agree to try to settle the dispute by means of alternate dispute resolution methodologies, as set forth below.

B. Controversies Subject to Alternative Dispute Resolution. Any claim or controversy concerning the interpretation, application, or implementation of this Agreement between MTC and OS CONTRACTOR that cannot be resolved through the informal efforts described above, may, by specific agreement of the parties, be submitted to alternative dispute resolution (that is, mediation or arbitration) with the parameters for such dispute resolution being agreed to by the parties at the time.

C. Other Remedies. If a dispute is not resolved through discussion or the parties do not agree to alternative dispute resolution, either party may pursue available legal remedies in a California State or Federal court of competent jurisdiction. OS CONTRACTOR must file a government claim pursuant to Government Code section 910 *et seq.* in order to initiate a civil action.

D. Pending Resolution. OS CONTRACTOR shall continue to work during the dispute resolution process in a diligent and timely manner as directed by MTC, and shall be governed by all applicable provisions of the Agreement.

E. Cost of Alternative Dispute Resolution Proceedings. Each party shall bear the costs and expenses incurred by it in connection with such alternative dispute resolution processes. The cost of any mediator or independent decision maker shall be shared equally between the parties.

F. Survival of this Article. This Article shall survive completion or termination of this Agreement, but under no circumstances shall either party call for an alternative dispute resolution of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceeding to litigate such claim or dispute under the laws of the State of California.

25. CHOICE OF LAW

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

26. ATTORNEYS' FEES

If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in said proceeding shall recover reasonable attorneys' fees, in addition to all court costs.

27. PARTIAL INVALIDITY

If any term or condition of this Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

28. BENEFIT OF AGREEMENT

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

29. NO THIRD PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

30. ENTIRE AGREEMENT; MODIFICATION

This Agreement, including any attachments, constitutes the complete agreement between the parties and supersedes any prior written or oral communications. OS CONTRACTOR represents that in entering into the Agreement it has not relied on any previous representations, inducements, or understandings of any kind or nature. This Agreement may be modified or amended only by written instrument signed by both OS CONTRACTOR and MTC. In the event of a conflict between the terms and conditions of this Agreement and the attachments, the terms of this Agreement will prevail.

31. TRANSITION AT END OF CONTRACT TERM

If requested by MTC, CONTRACTOR shall provide a transition plan and training of MTC personnel or the personnel of an MTC -designated organization to operate and maintain the Project following the conclusion of the Project term. The transition plan will include all, but not limited to, the following: a listing of all systems, hardware and software, on which training will be required, a training schedule, and proposed costs. Such training shall include training of MTC personnel or of a third party contractor in the operation of the 511 and EL software systems. If so requested, CONTRACTOR shall provide all instructors, literature, training aids, and equipment reasonably necessary to train personnel to operate and maintain the Project, which shall be turned over to MTC

at the termination of the Contract, for a period of at least one (1) month and not longer than six (6) months

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

METROPOLITAN TRANSPORTATION
COMMISSION

NAME OF OS CONTRACTOR

Steve Heminger, Executive Director

Insert Appropriate Name, Title

ATTACHMENT A

Scope Of Work

The services to be performed by OS CONTRACTOR shall consist of services requested by the Project Manager or a designated representative including, but not limited to, the following:

1.

2.

ETC.

MTC may request additional services on an as-needed basis. All such services shall be authorized by Task Order, initiated and developed according to the detailed task order process described in Attachment A-1, Task Order Process, attached hereto and incorporated herein by this reference. Task Orders shall include, at a minimum, a detailed description of the work to be performed, a completion date for performance, a maximum payment amount, payment terms (deliverables-based or time and materials) and subconsultant participation (if any), in a completed form as shown in Attachment A-2, Task Order Form, attached hereto and incorporated herein by this reference.

ATTACHMENT B
Project Schedule

Task #	Work to be Performed/Deliverables (#)	Completion Date

ATTACHMENT C

Compensation and Method of Payment

A. Compensation. OS CONTRACTOR shall be compensated for services based on the hourly rates for the key personnel set forth in Attachment D, Key Personnel Assignments, attached hereto and incorporated herein by this reference, which include all labor, supervision, applicable surcharges such as taxes, insurance and fringe benefits as well as indirect costs, overhead and profit allowance, equipment, materials and supplies. Said hourly rates shall remain in effect for the term of the Agreement, unless MTC's prior written authorization is obtained for any changes. In no event shall the total compensation to be paid OS CONTRACTOR under the Agreement exceed the Maximum Payment specified in Article 3 of the Agreement.

B. Expenses. MTC will reimburse OS CONTRACTOR for all expenses deemed reasonable and necessary by MTC incurred by OS CONTRACTOR in the performance of this Agreement. Such reimbursement shall include travel and personal expenses incurred by employees or agents of all OS CONTRACTORS in accordance with 48 Code of Federal Regulations Part 31 or Office of Management and Budget Circular A-122, as applicable.

D. Method of Payment. OS CONTRACTOR shall submit separate invoices for services rendered on a monthly basis covering fees and expenses for a single calendar month, identifying the work for which payment is requested; the hours worked; any authorized expenses, together with receipts for such expenses; the amount requested; and the cumulative amount billed and paid by task for each program area included in Attachment A, Scope of Work, under this Agreement. If applicable, OS CONTRACTOR's final invoice must include the certification that all Personally Identifiable Information (PII) has been destroyed in accordance with Attachment F, Special Conditions Relating to Personally Identifiable Information.

OPTIONAL, USE IF APPLICABLE:

E. Withheld Amounts and Final Payment. MTC shall withhold, as a retainage, 5% of the value of each payment due hereunder until all services required under this Agreement have been completed and accepted by MTC. Final payment of any balance due OS CONTRACTOR, including any amounts withheld, will be made promptly after satisfactory completion of the work under this Agreement, and after receipt and written acceptance by MTC of the reports and working papers that are required to be furnished under this Agreement, and after any post audit of contract costs that may be conducted by MTC. OS CONTRACTOR acknowledges that certain costs may be disallowed as a result of such a post audit.

ATTACHMENT D
Key Personnel Assignments

	<u>Name</u>	<u>Rate/hour</u>	<u>Est. hours</u>	<u>Task Description</u>
1.		\$xx		
2.				
3.				
4.				
5.				
6.				
7.				
8.				

ATTACHMENT E

Insurance and Financial Security (Bond) Provisions

1. INSURANCE

A. Minimum Coverages. The insurance requirements specified in this section shall cover OS CONTRACTOR's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that OS CONTRACTOR authorizes to work under this Agreement (hereinafter referred to as "Agents.") OS CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

OS CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, OS CONTRACTOR shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling OS CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage.

In the event OS CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that OS CONTRACTOR's insurance be primary without right of contribution from MTC. Prior to beginning work under this contract, OS CONTRACTOR shall provide MTC with satisfactory evidence of compliance with the insurance requirements of this section.

1. Workers' Compensation Insurance with Statutory limits, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of OS CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such Workers' Compensation & Employer's Liability may be waived, if and only for as long as OS CONTRACTOR is a sole proprietor or a corporation with stock 100% owned by officers with no employees.

2. Commercial General Liability Insurance for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of OS CONTRACTOR and OS CONTRACTOR's officers, agents, and employees and with limits of

liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed operations aggregate liability limit of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.

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

MTC and those entities listed in Part 3 of this Attachment E (if any), and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from OS CONTRACTOR's operations.

3. Business Automobile Insurance for all automobiles owned (if any), used or maintained by OS CONTRACTOR and OS CONTRACTOR's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per accident.

4. Umbrella Insurance in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.

5. Errors and Omissions Professional Liability Insurance for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$1,000,000 per claim. Such policy shall contain cyber risk coverages including network and internet security liability coverage, privacy liability coverage and media coverage.

The policy shall provide coverage for all work performed by OS CONTRACTOR and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of OS CONTRACTOR. No contract or agreement between OS CONTRACTOR and any subcontractor/consultant shall relieve OS CONTRACTOR of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by OS CONTRACTOR and any subcontractor/consultant working on behalf of CONSULTANT on the project.

6. Property Insurance. Property Insurance covering OS CONTRACTOR'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that

includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.

B. Acceptable Insurers. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better.

C. Self-Insurance. OS CONTRACTOR's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.

D. Deductibles and Retentions. OS CONTRACTOR shall be responsible for payment of any deductible or retention on OS CONTRACTOR's policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

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

E. Claims Made Coverage. If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, OS CONTRACTOR shall:

- (1) Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of this Agreement or the beginning of any work under this Agreement;
- (2) Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and
- (3) If insurance is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, OS CONTRACTOR shall purchase "extended reporting" coverage for a minimum of three (3) years after completion of the work.

F. Failure to Maintain Insurance. All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of OS CONTRACTOR's personnel, subconsultants, subcontractors, and equipment have been removed from MTC's property, and the work or services have been formally accepted. OS CONTRACTOR must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

G. Certificates of Insurance. Prior to commencement of any work hereunder, OS CONTRACTOR shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

H. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by OS CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by OS CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to Article 9 of this Agreement.

2. FINANCIAL SECURITY (BONDS)

Concurrent with the execution and delivery of the Agreement and prior to the commencement of any work under the Agreement, OS CONTRACTOR has provided, and shall maintain in effect for the term of the Agreement unless otherwise specified herein, the following types of bonds as financial security for the Project:

1. Performance Bond. A bond to guarantee the faithful performance of the Agreement in the amount of 100% of the total Agreement price.

2. Payment Bond. A bond to guarantee payment of claims of laborers and materialmen/persons under subcontract to OS CONTRACTOR. Such bond shall be in the amount of 100% of the total Agreement price.

The Performance and Payment Bonds shall in no event be construed to cap, liquidate, or otherwise modify or limit the amount of damages payable by OS CONTRACTOR for breach of this Agreement.

All bonds will be issued by surety companies acceptable to MTC, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better.

Both the Performance and Payment Bond shall be annually renewable, with renewal automatic unless ninety (90) days prior to renewal MTC receives written formal notice by registered mail from the surety of its intent not to renew. Should a replacement bond, or other security acceptable to MTC not be submitted within 30 days of notice OS CONTRACTOR, and its surety, shall be in default of the contract. If the default is not cured within thirty days (30) then MTC shall have the right to terminate the contract, and OS CONTRACTOR and its surety shall be liable for all obligations of contractor associated with the contract, including the cost for MTC to secure a replacement contractor, even after termination for those obligations generated during the contract period.

3. ADDITIONAL INSUREDS

The following entities are to be named as Additional Insureds under applicable sections of this Attachment E and as MTC Indemnified Parties, pursuant to Article 9 of the Agreement.

1. Metropolitan Transportation Commission (MTC)
2. Bay Area Toll Authority (BATA)
3. Bay Area Infrastructure Financing Authority (BAIFA)
4. California State Department of Transportation (Caltrans)
5. California Highway Patrol (CHP)

ATTACHMENT F

Special Conditions Relating to Personally Identifiable Information

OS CONTRACTOR will have access to personally identifiable information (“PII”) in connection with the performance of the Agreement. PII is any information that is collected or maintained by MTC or OS CONTRACTOR that identifies or describes a person or can be directly linked to a specific individual. Examples of PII include CHP Computer Aided Dispatch data, license plate numbers, toll tag numbers, and travel pattern data. The following special conditions related to the confidentiality and use of PII apply to this Agreement:

1. Right to Audit

OS CONTRACTOR shall permit MTC and its authorized representatives to audit and inspect: (i) OS CONTRACTOR’s facilities where PII is stored or maintained; (ii) any computerized systems used to share, disseminate or otherwise exchange PII; and (iii) OS CONTRACTOR’s security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures. The audit and inspection rights hereunder shall be for the purpose of verifying OS CONTRACTOR’s compliance with this Agreement, and all applicable laws.

2. General Confidentiality of Data

All PII made available to or independently obtained by OS CONTRACTOR in connection with this Agreement shall be protected by OS CONTRACTOR from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to MTC. This includes, but is not limited to, the secure transport, transmission and storage of PII used or acquired in the performance of this Agreement.

OS CONTRACTOR agrees to properly secure and maintain any computer systems (hardware and software applications) or electronic media that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure PII that may be used, transmitted, or stored on such systems in the performance of this Agreement.

OS CONTRACTOR is prohibited from storing PII on portable media including, but not limited to, laptops, thumbdrives, disks and so forth. However, if the need arises to store PII on portable media, OS Contractor must first request and obtain prior written approval from MTC. If approved, OS Contractor agrees to use an industry accepted encryption mechanism to protect the PII stored on the portable media.

Notwithstanding anything to the contrary in Article 14. Records, of this Agreement, OS CONTRACTOR agrees to retain PII for no longer than six (6) months. At the conclusion of this retention period, OS CONTRACTOR agrees to use Department of Defense (“DoD”) approved methods to permanently remove PII from any files. Discarded PII will be unavailable and unrecoverable following the purge on any storage media including, but not limited to, magnetic disk, optical disk, and memory chips (“Storage Media”). OS CONTRACTOR agrees to destroy hard-copy documents containing PII by means of a cross-cut shredding machine. OS CONTRACTOR also agrees to use7 DoD approved methods to sanitize any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Agreement, OS CONTRACTOR shall submit a certification to the MTC Project Manager as follows: “All PII whether in electronic or hard-copy format, has been destroyed in accordance with the requirements contained in Section 2. General Confidentiality of Data of Attachment F, Special Conditions Relating to Personally Identifiable Information.” These requirements shall survive termination or expiration of this Agreement.

3. Compliance with Statutes and Regulations

OS CONTRACTOR agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 *et.seq.*) and in the California Streets and Highways Code Section 31490. In addition, OS CONTRACTOR warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and MTC relating to the handling and confidentiality of PII, including the terms and conditions contained in this Attachment F, Special Conditions Relating to Personally Identifiable Information and agrees to indemnify MTC against any loss, cost, damage or liability by reason of OS CONTRACTOR’s violation of this provision.

4. Subconsultants

MTC’s approval in writing is required prior to any disclosure by CONSULTANT of PII to a subconsultant or prior to any work being done by a subconsultant that entails receipt of PII. Once approved, OS CONTRACTOR agrees to require such subconsultant to sign an agreement in substantially identical terms as this attachment, binding the subconsultant to comply with its provisions.

5. Consultant Guarantees

OS CONTRACTOR shall not, except as authorized or required by its duties by law, reveal or divulge to any person or entity any PII that becomes known to it during the term of this Agreement.

OS CONTRACTOR shall keep all PII entrusted to it completely secret and shall not use or attempt to use any such information in any manner that may injure or cause loss, either directly or indirectly, to MTC.

OS CONTRACTOR shall comply, and shall cause its employees, representatives, agents, subconsultants and subcontractors to comply, with such directions as MTC may make to promote the safeguarding or confidentiality of all its resources.

If requested by MTC, OS CONTRACTOR shall sign an information security and confidentiality agreement provided by MTC and attest that its employees, representatives, agents, subconsultants and subcontractors involved in the performance of this Agreement shall be bound by terms of a confidentiality agreement with OS CONTRACTOR substantially the same in its terms.

6. Notice of Security Breach

OS CONTRACTOR shall immediately notify MTC when it discovers that there may have been a breach in security that has or may have resulted in compromise to PII. For purposes of this section, immediately is defined as within two hours of discovery. The MTC contact for such notification is as follows:

Privacy Officer

privacyofficer@mtc.ca.gov

(510) 817-5700

ATTACHMENT G
Subconsultant List

	<u>Name/Address of Subconsultant</u>	<u>Amount of Subcontract</u>	<u>Description of Work</u>
1.			
2.			
3.			
4.			
5.			
6.			

ATTACHMENT H

Federally Required Clauses

1. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects OS CONTRACTOR agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, sex, discriminate or permit discrimination against any employee or applicant for employment.

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

A. OS CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. OS CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by OS CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as MTC deems appropriate.

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

C. The DBE goal for this Agreement is zero percent (0%). OS CONTRACTOR must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, OS CONTRACTOR must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

D. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. OS CONTRACTOR or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. OS CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by OS CONTRACTOR to carry out these requirements is a material breach of this Agreement that may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.

E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.1. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

2.2. Prompt Payment of Funds Withheld to Subconsultants

- A. In the event that MTC withholds a portion of the payment from OS CONTRACTOR as retainage, OS CONTRACTOR, or subconsultant (if applicable), shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subOS CONTRACTOR performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime contractors and subconsultants.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

2.3. DBE Records

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

B. A report on the Monthly Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts in the form set forth in Attachment H-3, attached hereto and incorporated herein, must be included with all invoices. MTC may withhold payment pending receipt of such report.

C. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form attached as Attachment H-4, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), attached hereto and incorporated herein by this reference, certified correct by OS CONTRACTOR or OS CONTRACTOR's authorized representative and shall be furnished to the MTC Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to OS CONTRACTOR when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

2.4. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify OS CONTRACTOR in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify OS CONTRACTOR in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

3. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

OS CONTRACTOR agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).

4. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

OS CONTRACTOR agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

5. STATE ENERGY CONSERVATION PLAN

OS CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

6. ALLOWABILITY OF COSTS

OS CONTRACTOR shall comply with the cost principles (as applicable) in Office of Management and Budget (OMB) Circulars A-87, or A-122 or 48 Code of Federal Regulations Chapter 1 Part 31, or 49 Code of Federal Regulations Part 18.

7. RELEASE OF FUNDS WITHHELD FROM SUBCONSULTANTS

OS CONTRACTOR shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to OS CONTRACTOR by MTC.

8. LICENSE FOR FEDERAL GOVERNMENT PURPOSES

FTA/FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC or OS CONTRACTOR purchases ownership under this Agreement.

9. IDENTIFICATION OF DOCUMENTS

All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the: Federal Highway Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

10. RECORDS

OS CONTRACTOR agrees to establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. OS CONTRACTOR further agrees to keep all

records pertaining to the project being funded for audit purposes for a minimum of three (3) years from submission of final expenditure report; four (4) years following the fiscal year of last expenditure under the Agreement; or until completion of any litigation, claim or audit, whichever is longer. Copies of OS CONTRACTOR's audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

11. AUDITS

OS CONTRACTOR further agrees to include in all its subcontracts hereunder a provision to the effect that the subconsultant agrees that MTC, or any of its duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subconsultant for the term specified above. The term "subcontract" as used in this clause excludes agreements not exceeding \$25,000.

OS CONTRACTOR agrees to grant MTC, the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives access to OS CONTRACTOR's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Article 14. OS CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. If, as a result of any audit, it is determined by the auditor that reimbursement of any costs including profit or fee under this Agreement was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, OS CONTRACTOR agrees to reimburse MTC for those costs within sixty (60) days of written notification by MTC.

OS CONTRACTOR further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subconsultant agrees that MTC the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subconsultant for the term specified above.

12. FLY AMERICA REQUIREMENTS.

OS CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301 - 10, which provide that recipients and subrecipients of Federal funds and their consultants are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air

carrier is a matter of necessity as defined by the Fly America Act. OS CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements, if used. OS CONTRACTOR agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

13. ENERGY CONSERVATION.

OS CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 49 U.S.C. §§ 6321 et seq.

14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

- A. OS CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, OS CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, OS CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on OS CONTRACTOR to the extent the Federal Government deems appropriate.
- B. OS CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on OS CONTRACTOR, to the extent the Federal Government deems appropriate.
- C. OS CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further

agreed that the clauses shall not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

15. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

MTC and OS CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to MTC, OS CONTRACTOR or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

16. DEBARMENT

OS CONTRACTOR certifies that neither it, nor any of its participants, principals or subconsultants is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 2 CFR Parts 180 and 1200, by any Federal agency or department.

17. CLEAN AIR AND WATER POLLUTION ACTS

OS CONTRACTOR agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

18. LOBBYING

OS CONTRACTOR agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

ATTACHMENT H-1
EXHIBIT 10-01 OS CONTRACTOR PROPOSAL DBE COMMITMENT

1. Local Agency: MTC 2. Contract DBE Goal: 0%
 3. Project Description: 511 Traveler Information and Express Lanes Operational Services
 4. Project Location: San Francisco Bay Area
 5. OS CONTRACTOR's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			11. TOTAL CLAIMED DBE PARTICIPATION %
17. Local Agency Contract Number:			
18. Federal-Aid Project Number: STPCML (6084) 176			
19. Proposed Contract Execution Date:			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 20. Local Agency Representative's Signature _____ 21. Date _____ 22. Local Agency Representative's Name _____ 23. Phone _____ 24. Local Agency Representative's Title _____		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 14. Preparer's Name 13. Date 16. Preparer's Title 15. Phone	

DISTRIBUTION: Original – Included with consultant’s proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654- 3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – OS CONTRACTOR PROPOSAL DBE COMMITMENT

OS CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. OS CONTRACTOR's Name** - Enter the OS CONTRACTOR's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime OS CONTRACTOR's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime OS CONTRACTOR if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the OS CONTRACTOR's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the OS CONTRACTOR's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the OS CONTRACTOR's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the OS CONTRACTOR's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the OS CONTRACTOR's DBE commitment form.

LOCAL AGENCY SECTION

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
 - 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
 - 3. Proposed Contract Execution Date** - Enter the proposed contract execution date.
 - 4. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the OS CONTRACTOR Section of this form is complete and accurate.
 - 5. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
 - 6. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the OS CONTRACTOR's DBE commitment form.
 - 7. Phone** - Enter the area code and phone number of the person signing the OS CONTRACTOR's DBE commitment form.
 - 8. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the OS CONTRACTOR's DBE commitment form.
-

**ATTACHMENT H-2
EXHIBIT 10-O2 OS CONTRACTOR CONTRACT DBE COMMITMENT**

1. Local Agency: MTC 2. Contract DBE Goal: 0%
 3. Project Description: 511 Traveler Information and Express Lanes Operational Services
 4. Project Location: San Francisco Bay Area
 5. OS CONTRACTOR's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____			\$
21. Federal-Aid Project Number: STPCML (6084) 176			
22. Contract Execution Date: _____			14. TOTAL CLAIMED DBE PARTICIPATION %
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. 23. Local Agency Representative's Signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 12. Preparer's Signature _____ 14. Preparer's Name _____ 13. Date _____ 16. Preparer's Title _____ 15. Phone _____

DISTRIBUTION: 1. Original – Local Agency

2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654- 3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

OS CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. OS CONTRACTOR's Name** - Enter the OS CONTRACTOR's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime OS CONTRACTOR's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime OS CONTRACTOR's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime OS CONTRACTOR if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the OS CONTRACTOR's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the OS CONTRACTOR's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the OS CONTRACTOR's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the OS CONTRACTOR's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the OS CONTRACTOR's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the OS CONTRACTOR Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the OS CONTRACTOR's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the OS CONTRACTOR's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the OS CONTRACTOR's DBE commitment form.

ATTACHMENT H-3

Monthly Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts Form

Project Name		Agency		Contract Term:	NTE Amount:	Federal Aid #:
511 Traveler Information and EL Operations		Metropolitan Transportation Commission		October 2, 2015 to June 30, 2020		
Prime Contractor	Contract Name	Address	City, State, Zip Code	Email	Phone	Fax
	511 Traveler Information & EL Operations					

Item #	Description of Work Performed and Material Provided	Company Name, Business Address, Contact Name and Information	DBE Certification Number	Contract Payments		Date Work Completed	Date of Payment	Year to Date Payments
				Non-DBE	DBE			
				\$1	\$1			\$1
				\$1	\$1			\$1
				\$1	\$1			\$1
				\$1	\$1			\$1
				\$1	\$1			\$1
				\$1	\$1			\$1
				\$1	\$1			\$1
Original DBE Commitment			Total: highlight + F9 = math	\$8.00	\$8.00			

BA-Black American
APA-Asian Pacific American

NA-Native American
W-Women

INSTRUCTIONS – FINAL REPORT-UTILIZATION OF ISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

- 1. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 2. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 3. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 4. Contract Completion Date** - Enter the date the contract was completed.
- 5. Contractor/Consultant** - Enter the contractor/consultant's firm name.
- 6. Business Address** - Enter the contractor/consultant's business address.
- 7. Final Contract Amount** - Enter the total final amount for the contract.
- 8. Contract Item Number** - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
- 9. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 10. Company Name and Business Address** - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant's name and phone number, if the prime is a DBE.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. Leave blank if subcontractor is not a DBE.
- 12. Contract Payments** - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
- 13. Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
- 14. Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
- 15. Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
- 16. Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
- 17. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 18. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 19. Phone** - Enter the area code and telephone number of the person signing the form.
- 20. Date** - Enter the date the form is signed by the contractor's preparer.
- 21. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 23. Phone** - Enter the area code and telephone number of the person signing the form.
- 24. Date** - Enter the date the form is signed by the Local Agency Representative.

ATTACHMENT I
State Required Clauses

ATTACHMENT I-1 FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, OS CONTRACTOR shall not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. OS CONTRACTOR shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. 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. OS CONTRACTOR shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. OS CONTRACTOR, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of the OS CONTRACTOR'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements as appropriate.

3. OS CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. OS CONTRACTOR shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which OS CONTRACTOR was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that OS CONTRACTOR has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by OS CONTRACTOR

and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to OS CONTRACTOR, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure OS CONTRACTOR's breach of this Agreement.

ATTACHMENT I-2 NONDISCRIMINATION ASSURANCES

OS CONTRACTOR HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964” (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which OS CONTRACTOR receives federal financial assistance from the Federal Department of Transportation. OS CONTRACTOR HEREBY GIVES ASSURANCE THAT OS CONTRACTOR shall promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, OS CONTRACTOR hereby gives the following specific assurances with respect to its federal-aid Program:

1. That OS CONTRACTOR agrees that each “program” and each “facility” as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That OS CONTRACTOR shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: OS CONTRACTOR hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
3. That OS CONTRACTOR shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where OS CONTRACTOR receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where OS CONTRACTOR receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That OS CONTRACTOR shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the OS CONTRACTOR with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates OS CONTRACTOR for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates OS CONTRACTOR or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which OS CONTRACTOR retains ownership or possession of the property.

9. That OS CONTRACTOR shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that OS CONTRACTOR, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That OS CONTRACTOR agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. OS CONTRACTOR shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. OS CONTRACTOR shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local

Agencies is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to OS CONTRACTOR by STATE, acting for the U.S. Department of Transportation, and is binding on OS CONTRACTOR, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO ATTACHMENT I-2

During the performance of this Agreement, OS CONTRACTOR, for itself, its assignees and successors in interest (hereinafter collectively referred to as OS CONTRACTOR) agrees as follows:

(1) Compliance with Regulations: OS CONTRACTOR shall comply with the regulations 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 herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: OS CONTRACTOR, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. OS CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by OS CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by OS CONTRACTOR of the OS CONTRACTOR's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: OS CONTRACTOR shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to OS CONTRACTOR's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of OS CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, OS CONTRACTOR shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts OS CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of OS CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, STATE 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 OS CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: OS CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

OS CONTRACTOR shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event OS CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, OS CONTRACTOR may request STATE enter into such litigation to protect the interests of STATE, and, in addition, OS CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO ATTACHMENT I-2

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that OS CONTRACTOR shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto OS CONTRACTOR all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto OS CONTRACTOR and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on OS CONTRACTOR, its successors and assigns.

OS CONTRACTOR, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that OS CONTRACTOR shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO ATTACHMENT I-2

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by OS CONTRACTOR, pursuant to the provisions of Assurance 7(a) of Attachment I-2.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add ‘as covenant running with the land’) that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, OS CONTRACTOR shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, OS CONTRACTOR shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of OS CONTRACTOR and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO ATTACHMENT I-2

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by OS CONTRACTOR, pursuant to the provisions of Assurance 7 (b) of Attachment I-2 .

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add “as a covenant running with the land”) that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, OS CONTRACTOR shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, OS CONTRACTOR shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of OS CONTRACTOR, and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

ATTACHMENT I-3, STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

Caltrans Non – Discrimination

A. In the performance of work undertaken pursuant to this Agreement, OS CONTRACTOR shall not, and shall affirmatively require that its contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

B. OS CONTRACTOR shall ensure, and shall require that its contractors and all subcontractors and/or subrecipients shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. OS CONTRACTOR shall comply, and ensure that its contractors and subcontractors and/or subrecipients shall comply, with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (af), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

C. Each of OS CONTRACTOR's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. OS CONTRACTOR shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

D. OS CONTRACTOR shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean OS CONTRACTOR.

E. OS CONTRACTOR shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with these non-discrimination provisions.

**APPENDIX E-1
INSURANCE REQUIREMENTS**

Minimum Insurance Coverages. OS CONTRACTOR shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under its Agreement with MTC, placed with insurers Best's Rating of A- or better with a Financial Size Category of VIII or better.

Yes (√)	<p>Please certify by checking the box below that required coverages will be provided within ten (10) days of MTC's notice to firm that it wishes to contract with the firm.</p>
—	<p><u>Workers' Compensation Insurance</u> with Statutory limits, and <u>Employer's Liability Insurance</u> with a limit of not less than \$1,000,000 per employee and \$1,000,000 per accident, and any and all other coverage of OS CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation in favor of MTC. Such <u>Workers Compensation & Employer's Liability</u> may be waived, if and only for as long as OS CONTRACTOR is a sole proprietor or a corporation with stock 100% owned by officers with no employees.</p>
—	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the premises and operations, and products and completed operations of OS CONTRACTOR and OS CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, a products/completed operations aggregate liability limit of not less than \$2,000,000 and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Such policy shall contain a Waiver of Subrogation in favor of MTC.</p> <p>Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.</p> <p>MTC, BATA, BAIFA, Caltrans and CHP and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds for ongoing and completed operations. Such insurance shall be primary and non-contributory, and contain a Separation of Insureds Clause as respects any claims, losses or liability arising directly or indirectly from OS CONTRACTOR's operations.</p>
—	<p><u>Business Automobile Insurance</u> for all automobiles owned (if any), used or maintained by OS CONTRACTOR and OS CONTRACTOR's officers, agents and employees, including but not limited to owned (if any), leased (if any), non-owned and hired automobiles, with limits of liability that shall not be less than \$1,000,000 combined single limit per accident.</p>
—	<p><u>Umbrella Insurance</u> in the amount of \$1,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability</p>

	<p>Insurance. Such umbrella coverage shall be following form to underlying coverage including all endorsements and additional insured requirements.</p>
<p>—</p>	<p><u>Errors and Omissions Professional Liability Insurance</u> for errors and omissions and the resulting damages, including, but not limited to, economic loss to MTC and having minimum limits of \$1,000,000 per claim. Such policy shall contain cyber risk coverages including network and internet security liability coverage, privacy liability coverage and media coverage.</p> <p>The policy shall provide coverage for all work performed by OS CONTRACTOR and any work performed or conducted by any subconsultant/consultant working for or performing services on behalf of the OS CONTRACTOR. No contract or agreement between OS CONTRACTOR and any subconsultant/consultant shall relieve OS CONTRACTOR of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by OS CONTRACTOR and any subconsultant/consultant working on behalf of OS CONTRACTOR on the project.</p>
<p>—</p>	<p><u>Property Insurance.</u> Property Insurance covering OS CONTRACTOR'S own business personal property and equipment to be used in performance of its Agreement with MTC, materials or property to be purchased and/or installed on behalf of MTC (if any), and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" policy that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC.</p>
<p>OS CONTRACTOR's obligation to provide the insurance described herein may be satisfied in whole or in part by adequately funded self-insurance, upon evidence of financial capacity satisfactory to MTC.</p> <p>OS CONTRACTOR shall be responsible for payment of any deductible or retention on OS CONTRACTOR's policies without right of contribution from MTC. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.</p> <p>In the event that MTC seeks coverage as an additional insured under any OS CONTRACTOR insurance policy that contains a deductible or self-insured retention, OS CONTRACTOR shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy, for any lawsuit arising from or connected with any alleged act of OS CONTRACTOR, subconsultant, subconsultant, or any of their employees, officers or directors, even if OS CONTRACTOR or subconsultant is not a named defendant in the lawsuit.</p> <p>If any insurance specified above is written on a "Claims-Made" (rather than an "occurrence") basis, then in addition to the coverage requirements above, OS CONTRACTOR shall:</p> <ol style="list-style-type: none"> 1. Ensure that the Retroactive Date is shown on the policy, and such date must be before the date of its Agreement with MTC or the beginning of any work under such Agreement; 2. Maintain and provide evidence of similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds; and 3. If insurance is cancelled or non-renewed, and not replaced with another claims-made policy 	

form with a Retroactive Date prior to the Agreement effective date, OS CONTRACTOR shall purchase “extended reporting” coverage for a minimum of three (3) years after completion of the work.

All insurance specified above shall remain in force until all work or services to be performed are satisfactorily completed, all of OS CONTRACTOR’s personnel, subcontractors, and equipment have been removed from MTC’s property, and the work or services have been formally accepted. OS CONTRACTOR must notify MTC if any of the above required coverages are non-renewed or cancelled. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of its Agreement with MTC.

Prior to commencement of any work hereunder, OS CONTRACTOR shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof.

The foregoing requirements as to the types and limits of insurance coverage to be maintained by OS CONTRACTOR are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by OS CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to the Indemnification section of its Agreement with MTC.

By signing below you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within ten (10) days of MTC’s notice to firm that it wishes to contract with the firm.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check “Yes” for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC’s attention no later than closing date/time for receipt of requests for modifications/exceptions. If such modifications/exceptions are not brought to MTC’s attention consistent with the provisions of this RFP, compliance with the insurance requirements will be assumed.

APPENDIX E-2
BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS. That we _____ as PRINCIPAL, and _____ as SURETY, are held and firmly bound unto the Metropolitan Transportation Commission, hereinafter called MTC, in the penal sum of TEN PER CENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to MTC, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the above-mentioned bid to MTC, for certain work and services described as follows, for which bids are to be opened on _____

(insert date of Bid opening)

For _____
(copy here the exact description of the work; including location, as it appears on the Bid)

Principal, if awarded the contract, and, within the time and manner required under the specifications, enters into a written contract by accepting MTC's signed purchase order, in accordance with the bid, and files the two bonds with MTC, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by MTC and judgment is recovered, the surety shall pay all costs incurred by MTC in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 2015.

Principal

_____(SEAL)

Surety

_____(SEAL)

(Note: Signatures of those executing for the surety must be notarized.)

APPENDIX E-3
BONDS TO ACCOMPANY CONTRACT
ANNUALLY RENEWABLE PERFORMANCE BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Metropolitan Transportation Commission (MTC) has awarded to

as principal, hereinafter designated as the "OS Contractor," a contract for the work described as follows: **Provide staff, supplies and service for the 511 Traveler Information System, and Express Lanes Network**

AND WHEREAS, OS Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We, the undersigned OS CONTRACTOR and Surety, are held and firmly bound unto MTC, in the sum of

_____ dollars (\$_____), to be paid to MTC or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if OS CONTRACTOR, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made, as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless MTC, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and effect.

The performance bond shall be annually renewable, with renewal automatic unless ninety (90) days prior to renewal MTC receives written formal notice by registered mail from the surety of its intent not to renew. Should a replacement bond, or other security acceptable to MTC not be submitted within 30 days of notice contractor, and its surety, shall be in default of the contract. If the default is not cured within thirty days (30) then MTC shall have the right to terminate the contract, and OS CONTRACTOR and its surety shall be liable for all obligations of contractor associated with the contract, including the cost for MTC to secure a replacement contractor, even after termination for those obligations generated during the contract period.

If contractor has been declared by MTC to be in default under the Contract for failing to perform the contract, Surety shall have a reasonable time to:

1. Upon entering into an acceptable written takeover agreement with Obligee, undertake to perform and complete the Work to be done under the Contract; or

2. Obtain bids or negotiated proposals from qualified contractors for a contract for completion of the Work to be done under the Contract, arrange for a contract to be prepared for execution by Obligees and contractor, to be secured with performance and payment bonds executed by a qualified surety; or

3. Waive its right to perform or complete the Work pursuant to paragraphs 1 and 2 above, and with reasonable promptness under the circumstances: (a) After investigation, determine the amount for which it may be liable to the Obligees and, as soon as practicable after the amount is determined, tender payment therefore to the Obligees, or (b) Deny liability in whole or in part and notify the Obligees citing reasons therefore.

4. The Contract balance, as defined below, shall be credited against the reasonable costs of completing the Contract. If completed by Obligees pursuant to paragraphs 2 or 3 above, and the reasonable cost exceeds the Contract balance, Surety shall pay to Obligees such excess, but in no event shall the aggregate liability of Surety exceed the amount of this bond. If Surety completes the Contract pursuant to paragraph 1 above, that portion of the Contract balance as may be required to complete the Work to be done under the Contract and to reimburse Surety for its outlays shall be paid to Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the Contract; provided, however, that to the extent that Surety's outlays exceed the Contract balance paid to Surety by Obligees, Surety shall be entitled to a dollar for dollar reduction of its liability under this bond, and Surety's aggregate liability shall not exceed the penal sum of this bond. The term "Contract balance," as used in this paragraph, shall mean the total amount payable by Obligees under the Contract and any amendments thereto, less the amounts properly paid by Obligees to Principal under the Contract.

5. No suit or action shall be commenced hereunder other than in a court of competent jurisdiction in the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated and not elsewhere.

SIGNED, this _____ day of _____ A.D., 201_.

Principal

[Name of Surety]

Attorney in Fact

[SEAL]

ANNUALLY RENEWABLE PAYMENT BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS

THAT WHEREAS, the Metropolitan Transportation Commission has awarded to

as Principal, hereinafter designated as the "OS CONTRACTOR," a contract for the work described as follows:

Provide staff, supplies and service for the 511 Traveler Information System, and Express Lanes Network

AND WHEREAS, OS CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics or material suppliers employed on work under said contract as provided by law;

NOW, THEREFORE, We the undersigned OS CONTRACTOR and Surety are held and firmly bound unto the Metropolitan Transportation Commission in the sum of _____ dollars (\$ _____), said sum being 100% of the estimated amount payable by the said the Metropolitan Transportation Commission under the terms of the contract, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly and by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal or its subcontractors, heirs, executors, administrators, successors, or assigns, fails to pay any subcontractors, suppliers, amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and Subcontractors with respect to the work and labor, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

It is further stipulated and agreed that the Surety on this bond will not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or any contract, plans, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining to or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances will Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between MTC and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery will be that claimant has not been paid the full amount of its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

The payment bond shall be annually renewable, with renewal automatic unless ninety (90) days prior to renewal MTC receives written formal notice by registered mail from the surety of its intent not to renew.

Should a replacement bond, or other security acceptable to MTC not be submitted within 30 days of notice contractor, and its surety, shall be in default of the contract. If the default is not cured within thirty days (30) then MTC shall have the right to terminate the contract, and OS CONTRACTOR and its surety shall be liable for all obligations of contractor associated with the contract, including the cost for MTC to secure a replacement contractor, even after termination for those obligations generated during the contract period.

IN WITNESS WHEREOF this instrument has been duly executed by Principal and Surety on this _____ day of _____, 201_.

PRINCIPAL:

SURETY:

(Company)

(Company)

(Signature)

(Signature)

(Name – Please Print)

(Name – Please print)

(Title)

(Title)

NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of un-revoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

State of California)
County of _____)

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, know to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

**WITNESS MY HAND
AND OFFICIAL SEAL:**

(SEAL)

Notary Public for the State of California

Acknowledgement by Attorney-in-Fact must be attached.
Corporate seals of Principal and Surety must be attached.

APPENDIX F – IRAN CONTRACTING ACT OF 2010

(Public Contract Code Section 2200 et seq.)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a Metropolitan Transportation Commission contract for goods or services of \$1,000,000 or more, a Proposer must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Proposer or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Proposer Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature):</i>			
<i>Printed Name and Title of Person Signing:</i>			
<i>Date Executed:</i>		<i>Executed in:</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Proposer Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or N/A)</i>
<i>By (Authorized Signature):</i>	
<i>Printed Name and Title of Person Signing:</i>	<i>Date Executed:</i>

APPENDIX G - FEDERAL REQUIREMENTS

Federally-required contract provisions are listed below and in *Appendix D*, MTC's Standard OS CONTRACTOR Agreement, in Attachment H and its subparts. In addition, the federal requirements in this *Appendix F* shall apply to any contract resulting from this RFP.

Effective July, 2012, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. OS CONTRACTOR's DBE participation on its Agreement with MTC will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has established Disadvantaged Business Enterprise (DBE) goal of 0% for any contract entered into as a result of this procurement.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or OS CONTRACTOR.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other Small Businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The OS CONTRACTOR should ensure that DBEs and other Small Businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, *Appendix F-3*, "Local Agency OS CONTRACTOR DBE Commitment" form and *Appendix F-4*, "Local Agency OS CONTRACTOR DBE Information" form shall be included in the procurement document. In order for a Proposer to be considered responsible and responsive, the Proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the Proposer must document adequate good

faith efforts. All DBE participation will be counted towards the contract goal, and all DBE participation shall be collected and reported.

Appendix F-3, “Local Agency OS CONTRACTOR DBE Commitment” form and Appendix F-4, “Local Agency OS CONTRACTOR DBE Information” form shall be included with the procurement document. The purpose of the forms is to collect data required under 49 CFR 26. These forms collect all DBE participation. Even if no DBE participation will be reported, the successful Proposer must execute and return the forms.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the Proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime OS CONTRACTOR, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE Proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The Proposer is a DBE and will meet the goal by performing work with its own forces.
 - 2. The Proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - 3. The Proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The Proposer shall list only one subconsultant for each portion of work as defined in its proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime OS CONTRACTOR who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program web site at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link in the left menu titled *Disadvantaged Business Enterprise*
 - Click on *Search for a DBE Firm* link
 - Click on *Access to the DBE Query Form* located on the first line in the center of the page
 - Searches can be performed by one or more criteria
 - Follow instructions on the screen
- C. How to Obtain a List of Certified DBEs without Internet Access: DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, that is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**APPENDIX G-1, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND
OTHER RESPONSIBILITY MATTERS**
(Third Party Contracts and Subcontracts over \$25,000)

Instructions for Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the signed 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, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC 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,” “persons,” “lower tier 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 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal 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 in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the 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 issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order 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 does a prudent person in the ordinary course of business dealings normally possess.

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 all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transaction**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(signature of authorized official)

(type/print name and title)

APPENDIX G-2, CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ hereby certify on behalf of _____ that:
(name and title of grantee official) (name of grantee)

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 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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.

Executed this _____ day of _____, 201__.

By:

(signature of authorized official)

(title of authorized official)

INSTRUCTIONS - LOCAL AGENCY OS CONTRACTOR DBE COMMITMENT

OS CONTRACTOR Section

The OS CONTRACTOR shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc)..
4. **OS CONTRACTOR Name** - Enter the OS CONTRACTOR's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime OS CONTRACTOR's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime OS CONTRACTOR's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime OS CONTRACTOR in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime OS CONTRACTOR if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total participation claimed. If the Total % Claimed is less than item “6. Contract DBE Goal”, a Good Faith Effort (GFE) is required.
11. **Preparer's Signature** – The person completing this section of the form for the OS CONTRACTOR's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the OS CONTRACTOR.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the OS CONTRACTOR.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the OS CONTRACTOR.

Local Agency Section:

The Local Agency representative shall:

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the OS CONTRACTOR Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

APPENDIX G-4, LOCAL AGENCY OS CONTRACTOR DBE INFORMATION

(Inclusive of all DBEs listed at bid proposal)

NOTE: Please refer to instructions on the reverse side of this form.

OS CONTRACTOR to Complete this Section			
1. Local Agency Name: _____ MTC _____ 2. Project Location: _____ San Francisco Bay Area _____ 3. Project Description: _____ 511 Traveler Information and Express Lanes Operational Services _____ 4. Total Contract Award Amount: \$ _____ 5. OS CONTRACTOR Name: _____			
6. Contract DBE Goal %: _____ 7. Total Dollar Amount for <u>all</u> Subconsultants: \$ _____ 8. Total Number of <u>all</u> Subconsultants: _____			
Award DBE Information			
9. Description of Services to be Provided	10. DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section			3. Total Dollars Claimed
20. Local Agency Contract Number: _____ 21. Federal-aid Project Number: _____ STPCML (6084) 176 22. Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate: _____			\$ _____
23. Local Agency Representative Name (Print) _____ 24. Local Agency Representative Signature _____ 25. Date _____ 26. Local Agency Representative Title _____ 27. (Area Code) Tel. No. _____			14. Total % Claimed _____ %
28. DLAE Name (Print) _____ 29. DLAE Signature _____ 30. Date _____			15. Preparer's Signature _____ 16. Preparer's Name (Print) _____ 17. Preparer's Title _____ 18. Date _____ 19. (Area Code) Tel. No. _____
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness: _____			

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE (3) Original – Local agency files

INSTRUCTIONS - LOCAL AGENCY OS CONTRACTOR DBE INFORMATION
OS CONTRACTOR Section

The OS CONTRACTOR shall:

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime OS CONTRACTOR.
5. **OS CONTRACTOR Name** - Enter the OS CONTRACTOR's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime OS CONTRACTOR information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime OS CONTRACTOR information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime OS CONTRACTOR's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime OS CONTRACTOR's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime OS CONTRACTOR in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime OS CONTRACTOR if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for columns 12 and 13.
14. **Total % Claimed** – Enter the total participation claimed for columns 12 and 13. SUM = (item “14. Total Participation Dollars Claimed” divided by item “4. Total Contract Award Amount”). If the Total % Claimed is less than item “6. Contract DBE Goal”, a Good Faith Effort (GFE) is required.
15. **Preparer's Signature** – The person completing this section of the form for the OS CONTRACTOR's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the OS CONTRACTOR.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the OS CONTRACTOR.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the OS CONTRACTOR.

Local Agency Section:

The Local Agency representative shall:

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the OS CONTRACTOR Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

APPENDIX G-5, DBE INFORMATION – GOOD FAITH EFFORTS

Federal-aid Project No. STPCML (6084) 176 Bid Opening Date _____

MTC established a Disadvantaged Business Enterprise (DBE) goal of 0% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications:

Date of Advertisement:

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited:

Date of Initial Solicitation:

Follow Up Methods and Dates:

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Item of Work:	Bidder Normally Performs Item (Y/N):	Breakdown of Items:	Amount (\$):	Percentage of Contract:

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subconsultant purchases or leases from the prime consultant or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization:	Method/Date of Contact:	Results:
------------------------------	-------------------------	----------

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.